

RESOLUTION NO. 22- 72

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

POLICE OFFICERS ASSOCIATION  
INCLUDING SERGEANTS AND  
POLICE DISPATCHERS

WHEREAS, the City Council of the City of El Centro, California ("the City Council") previously adopted Resolution No. 18-110 concerning terms and conditions of employment, including compensation, for employees of the Police Officers Association; and

WHEREAS, since the date of adoption of that Resolution, the exclusive representative successfully petitioned the City Council to modify the membership of the unit to include sergeants and police dispatchers, which representation effective October 19, 2021 is confirmed by Resolution No. 21-83 amending Resolution 02-71, the Rules & Regulation for the Administration of Employer-Employee Relations Pursuant to the Meyers-Milias-Brown Act; and

WHEREAS, representatives of the City of El Centro, California ("the City") and the employees now 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 Repeal of Previous Resolution: Resolution No. 18-110 hereby is repealed.

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


Section 3. Effective Dates. The terms and conditions of employment as provided by this Resolution are effective as set out in the agreement. This resolution shall remain in full force and effective 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 5<sup>th</sup> day of July, 2022.

CITY OF EL CENTRO

By   
Tomas Oliva, Mayor

ATTEST:

By   
Norma Wyles, City Clerk

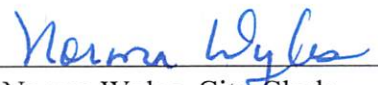
APPROVED AS TO FORM:  
Office of the City Attorney

By   
Elizabeth L. Martyn, 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. 22-72 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  
ABSTAINED: None

By   
Norma Wyles, City Clerk

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**CITY OF EL CENTRO**  
**and**  
**EL CENTRO POLICE OFFICERS ASSOCIATION**  
**January 1, 2022 – June 30, 2025**

**ARTICLE 1            GENERAL PROVISIONS.**

**Section 1.1            PARTIES TO MEMORANDUM OF UNDERSTANDING.**

This Memorandum of Understanding ("MOU") is the result of meet and confer sessions held between the Parties hereto pursuant to the Meyer-Milias-Brown Act (California Government Code §§3500 *et seq.*) and has been executed by the CITY OF EL CENTRO ("the "City") and the EL CENTRO POLICE OFFICERS ASSOCIATION ("the Association") (individually, "Party;" collectively, "Parties").

**Section 1.2            RECOGNITION.**

Pursuant to the Meyers-Milias-Brown Act, the Association is hereby recognized as the Exclusive Representative for employees of the El Centro Police Department. (See appendix A for classifications and salary tables).

**Section 1.3            RATIFICATION.**

It is agreed that this MOU is of no force or effect until ratified and approved by the membership of the Association and by Resolution duly adopted by the City Council of the City. Upon such ratification, unless otherwise specified, the terms of this MOU shall be retroactive to January 1, 2022.

**Section 1.4            IMPLEMENTATION.**

This MOU constitutes a mutual recommendation by the Parties hereto to the City Council that one or more resolutions be adopted accepting this MOU and effecting the changes enumerated herein relative to wages, hours, fringe benefits and other terms and conditions of employment for the classifications represented by the Association. Except as otherwise specifically provided herein, in the event of any conflicts between any of the provisions of City's Personnel Rules and Regulations and the Police Department's Rules or Regulations with the provisions of this MOU, then this MOU shall prevail.

**Section 1.5            SCOPE OF REPRESENTATION.**

The scope of representation of the Association shall be those as set forth in the City of El Centro Employer-Employee Relations Resolution adopted pursuant to the Meyers-Milias-Brown Act.

**Section 1.6            PARTIAL INVALIDITY.**

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



portion of the MOU.

In the event of a final ruling by a court of competent jurisdiction or by a state agency of competent jurisdiction (where neither Party has appealed said ruling of said court or state agency) invalidating all or any part of this MOU in an action wherein this MOU is properly before the court or state agency, City and Association agree to meet and confer within ninety (90) calendar days regarding said section, subsection, sentence, clause or phrase of this MOU.

## **Section 1.7      PAYROLL DEDUCTION.**

### **1. General Provisions:**

- (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.

### **2. 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.

### **3. Dues Deduction Check:**

- (a) Dues deductions covering all such deductions shall be transmitted by electronic funds transfer to an account specified by the Association. Dues deductions will be transmitted at least monthly.
- (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.

## **Section 1.8      HIRING.**



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

**Section 1.9            CITY'S PERSONNEL RULES AND REGULATIONS.**

- (a) 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) However, should an employee be terminated due to layoff, then on the effective date of such termination, the provisions of this MOU as they pertain to such employee shall be rendered null and void. Thereafter, the employee shall have only those rights and prerogatives regarding layoff and re-employment which are prescribed in the Personnel Rules and Regulations.
- (c) In the event that the City's Personnel Rules and Regulations are revised and adopted, after agreement between the City and the Association as to its terms, Article 7 of this MOU shall become null and void.

**Section 1.10        ASSOCIATION ACCESS TO EMPLOYEES**

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.

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.

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 Chief of Police.

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.

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.

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.**

The exclusive rights of the City include, but are not limited to, the right to:

- (a) Determine issues of public policy;
- (b) Determine the merits, necessity or organization of any service or activity conducted by the City;
- (c) Determine and change the facilities, methods, means and personnel by which City operations are to be conducted;
- (d) Expand or diminish services;
- (e) Determine and change the number of locations, relocations, and types of operations including, but not limited to, contractual matters and the processes and materials to be employed in carrying out all City functions;
- (f) Determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City;
- (g) Relieve employees from duty because of lack of work or other non-disciplinary reasons, provided such is done in accordance with existing



#### Personnel Rules and Regulations of the City;

- (h) Discharge, suspend, or otherwise discipline employees for proper cause;
- (i) Determine job classifications;
- (j) Determine policies, procedures and standards for selection, training and promotion of employees;
- (k) Establish employee performance standards;
- (l) Maintain the efficiency of governmental operations;
- (m) Take any and all necessary actions to carry out its mission in emergencies;
- (n) Exercise complete control and discretion over its organization and the technology of performing its work and services; and
- (o) Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.

The City, in exercising these rights and functions, will not 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 employee relations, including, but not limited to, wages, hours and other terms and conditions of employment. Employees of the City also shall 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 employee's exercise of these rights.

### **Section 2.3      ACCESS TO PREMISES.**

The City agrees to grant designated representatives of the Association the access and right to discuss any grievance or problem arising under the terms of this MOU with any employee during working hours. It is agreed that there will be as little interference as possible by the Association's representative or Association officer during the working hours of said employee. It is agreed that the Association officers shall be permitted to conduct a reasonable amount of Association business regarding grievances during working hours without loss of pay and that the Association may use City facilities to conduct meetings when such facilities are available. Association officers shall be permitted when on duty to attend Association meetings or conduct Association business

provided, however, that the Chief of Police or his designee shall be provided advance written notice of such meetings.

It is understood that such business may not adversely affect manpower levels. Whenever the term "employee" is used herein, it shall refer only to employees occupying the position of Police Officer.

### **ARTICLE 3            COMPENSATION.**

#### **Section 3.1            SALARY, MERIT AND INTRA-RANGE ADJUSTMENTS.**

(a) No employee shall be paid less than Step 1 or more than Step 11. Notwithstanding the foregoing, 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 for the new collapsed schedule, as set forth herein.

(b) Effective as of the first full pay period in July 2022, the City will collapse the current 11-step salary schedule to a 6-step schedule and implement a 2% cost of living adjustment ("COLA"), as follows:

(1) Step Collapse.

(A) Step 6: The current Step 11 will receive a 2% COLA and shall become the new Step 6.

(B) Step 5: The current Step 10 will receive a 2% COLA and will become the new Step 5.

(C) Step 4: The new Step 4 will equal 95% of the new Step 5.

(D) Step 3: The new Step 3 will equal 90% of the new Step 5.

(E) Step 2: The new Step 2 will equal 85% of the new Step 5.

(F) Step 1: The new Step 1 will equal 80% of the new Step 5.

(2) Step Placement.

(A) Employees at the current Step 11 will be at the new Step 6.

(B) Employees at the current Step 10 will be at the new Step 5.

(C) 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 any pay reduction.

(3) Salary Schedule. Separate salary schedules showing the salary step ranges are shown in Appendix A attached and herein incorporated by



reference.

(c) COLA.

- (1) Effective as of the first full pay period for July 2023, for fiscal year 2023/2024, sworn employees classified as Police Officer or Police Sergeant will receive a COLA of 5% of base salary as of June 2023.
- (2) Effective as of the first full pay period in July 2023, for fiscal year 2023/2024, nonsworn employees classified as Police Dispatcher will receive a COLA of 2% of base salary as of June 30, 2023.
- (3) Effective as of the first full pay period for July 2024, for fiscal year 2024/2025, all employees will receive a COLA of 2% of base salary as of June 30, 2024.

(d) Merit Increases.

- (1) From January 1, 2022 - June 30, 2025, all 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) 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) Except for Step 11 (Step 6 after the first full pay period in July 2022), any future step increases after the termination of this MOU, June 30, 2025, must be approved by the Parties in a successor MOU.
- (4) As used herein, "anniversary date" shall mean the employee's date of hire, date of promotion or whichever is most recent. Every employee with an established anniversary date on the day prior to the adoption by the City Council of this MOU shall retain said anniversary date.
- (5) For a probationary employee, an initial performance evaluation will be conducted prior to completion of six months of actual service from the appointment date. An employee acquires "regular status" upon successful completion of the one (1) year probationary period with a performance rating of "satisfactory" or better. Thereafter, the performance evaluation will be conducted annually from that date.

- (e) Police Officer Trainees. An appointee to the position of Police Officer Trainee shall be paid at a salary equivalent of ninety-five percent (95%) of the pay range minimum of the Police Officer salary range set forth in this MOU. A trainee shall be considered a non-safety employee for purposes of the California Public Employees Retirement System ("CalPERS"), but shall receive all holiday, annual leave accrual and medical benefits as provided by this MOU.

### **Section 3.2            UNIFORM ALLOWANCE.**

For the purposes of defraying the cost of purchasing and maintaining uniforms and clothing prescribed by the City, all employees covered by this MOU shall receive a uniform allowance as follows:

- (a) Police Officer. Sworn employees in the classification of Police Officer 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.
  - (1) All newly-hired uniformed personnel shall receive a pro-rata amount of the yearly allowance and an additional sum of five hundred dollars (\$500) for the initial purchase of uniforms. Payments pursuant to this paragraph shall be paid as soon as practical after the date of hire.
  - (2) Upon initial assignment to motorcycle duty, the City shall furnish five (5) pairs of motorcycle pants and a leather jacket to the employee.
- (b) Police Sergeant. Sworn employees in the classification of Police Sergeant 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.
  - (1) All newly-hired uniformed personnel 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 pursuant to this paragraph shall be paid as soon as practical after the date of hire.
- (c) Police Dispatcher. Nonsworn employees in the classification of Police Dispatcher will receive five hundred dollars (\$500), two-hundred and fifty dollars (\$250) payable in January and July of each year Uniform will be as required by the Police Chief

Employees shall furnish, upon request by the City, copies of the receipts for the purchase or maintenance of uniforms.

### **Section 3.3            CALL-BACK PAY.**

An employee released from his/her work shift and called back to duty before his/her next regularly-scheduled shift, shall be paid as follows:

- (a) Police Officers shall be paid for two (2) hours of work at their regular rate of pay in addition to the time the employee actually works.
- (b) Police Sergeants shall be paid for three (3) hours of work at their regular rate of pay in addition to the time the employee actually works.
- (c) Police Dispatchers shall be paid for the time actually worked or three (3) hours, whichever is greater, at one and one-half (1.5) times the employee's regular rate of pay. Whenever an employee is called out multiple times within a three (3) hour period, the additional call outs within those three (3) hours



will count as one (1) call out for "call-back" pay purposes

Scheduled overtime does not make an employee eligible for call-back pay under this section.

### **Section 3.4            ON-CALL PAY.**

When an employee is assigned to be on on-call status, the following terms shall apply:

- (a) For sworn employees in the classification of Police Officer or Police Sergeant, he/she shall be paid for four (4) hours on-call status if assigned for three (3) or fewer days during a seven (7) day period, and for eight (8) hours on-call status if assigned for four (4) or more days during a seven (7) day period. The payment rate for such status shall be at the rate of one and one-half (1.5) times the employee's regular rate of pay. Should the employee actually be called to duty while on on-call status, he/she shall be paid at the rate of one and one-half (1.5) times his/her regular rate of pay for each hour worked as a result of being called back to duty, in addition to the on-call pay.
- (b) For nonsworn employees in the classification of Police Dispatcher, he/she shall be paid for ten (10) hours on-call pay for each week or fraction thereof that the employee is on-call at the employee's regular rate of pay. Such employees must be available for work and be able to report for work in less than one (1) hour. An employee who is unable to report to work or cannot be located shall forfeit on-call pay and be removed from on-call status for the week in question.

### **Section 3.5            STAND-BY PAY.**

Any employee in the classification of Police Officer who is required to be on "stand-by" for reasons related to imminent City-wide threats shall be paid at the rate of one and one-half (1.5) times his/her regular rate of pay for each hour said employee is on "stand-by" status.

### **Section 3.6            OVERTIME.**

Employees required to perform overtime work shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of eighty (80) hours in a work period or all hours worked on an employee's scheduled days off. The scheduled use of annual leave and compensatory time shall be considered hours worked. Hours worked for the purpose of computing overtime pay shall be in accordance with the provisions of the Fair Labor Standards Act, with the regular hourly rate of pay being based upon two thousand eighty (2,080) hours per year. Overtime shall be paid on the first payday following the end of each work period.

### **Section 3.7            COMPENSATORY TIME.**

Employees shall have option to accrue compensatory time in lieu of overtime pay. Compensatory time shall accumulate at one and one-half (1.5) times the employee's

regular rate of pay for hours worked in excess of eighty (80) in a work period or all hours worked on an employee's scheduled days off. The scheduled use of annual leave and compensatory time shall be considered hours worked; provided, however, that the use of said leave or time in amounts of eight (8) hours or less shall not constitute hours worked.

Compensatory time may accumulate to a maximum of two hundred forty (240) hours. Employees may request to be paid for up to forty (40) hours of accumulated compensatory time on any payday.

Any 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 the compensatory time does not unduly disrupt operations of the City.

### **Section 3.8            LONGEVITY PAY.**

All employees who have been in Step 10 for five continuous years shall be placed in Step 11 as of their anniversary date.

Effective as of the first full pay period in July 2022, Step 11 shall become the new Step 6, as set forth in Section 3.1. All employees who have been at the top regular step (Step 10 and new Step 5 years combined) for five continuous years, commencing on the first pay period in July 2022, shall be placed in the new Step 6 as of their anniversary date.

The parties agree to meet during the second year of this MOU to discuss possible changes to the City's longevity pay program, provided there is no obligation on either party to agree to changes to the terms of this MOU.

### **Section 3.9            RETIREMENT CONTRIBUTIONS.**

(a) Police Officers and Police Sergeants shall receive the following retirement contributions:

(1) Retirement Tier 1 – Safety Members hired before January 1, 2013, shall receive the 3% @ 50 retirement formula, highest (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment ("COLA"). These Safety Members shall pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.

(A) Effective the first full pay period following July 1, 2023, the employees shall pay 9% of the member contribution plus an additional "cost share" pension contribution of 3%, total pension contribution shall be 12%.

(B) This cost sharing pension contribution shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). After the initial implementation and as soon as practical, the City and Association



shall amend the CalPERS contract so that cost sharing will be by contract amendment under Government Code section 20516(a). This pension contribution shall extend beyond the expiration of this MOU.

- (2) Retirement Tier 2 – These Safety Members, as defined by CalPERS, hired on or after January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2%) retirement COLA. These Safety Members shall pay half the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

(b) Police Dispatchers shall receive the following retirement contributions:

- (1) Nonsworn employees hired prior to January 1, 2013 and covered by this Agreement shall be placed in the California Public Employees Retirement System ("CalPERS") two percent (2%) at fifty-five (55) retirement plan. The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. Effective June 26, 2012, the employee shall pay the full employee portion of seven percent (7%). Employee contributions will be paid pre-tax under IRS §414(h)(2).
- (2) New nonsworn employees hired by the City on or after January 1, 2013 that are not members of CalPERS shall be placed in the CalPERS two percent (2%) at sixty-two (62) retirement plan. The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. Employee's required contribution amount shall be as determined by CalPERS.

### **Section 3.10      OUT OF CLASS PAY.**

(a) Any sworn employee appointed to an acting position and/or working out of class with duties of a higher classification shall receive out-of-class pay as follows:

- (1) If in the classification of Police Officer, if he/she works out of class for over forty (40) hours in a calendar year, he/she shall receive an increase of five percent (5%) of his/her base rate of pay for all hours that the employee is assigned to such duties.
- (2) If in the classification of Police Sergeant, he/she shall receive an increase of ten percent (10%) of his/her base rate of pay for all hours that the employee is assigned to such duties.

(b) Any nonsworn employee in the classification of Police Dispatcher shall receive a five percent (5%) increase over his/her regular base rate of pay for each hour the employee is assigned the duties of a higher job classification and shall begin the first day the assignment is made. Temporary assignment to a higher classification shall be initiated by written request of the supervisor to the Human Resources department and shall be consistent with the following purpose and conditions:

- (1) To assure the orderly performance and continuity of municipal services,

the City may be required to temporarily assign employees to positions of a higher classification. For the purposes of this section, it is understood that temporary upgrading may be required for any of the following reasons:

- (A) Vacant authorized positions scheduled to be filled by a regular full-time employee.
  - (B) Temporarily vacant positions due to vacation, sick leave, service injury leave, maternity leave or other as approved leave of absence.
- (2) The City shall make every possible and reasonable effort to fill vacancies in the most expeditious manner so that the need for temporary upgrading is kept to an absolute minimum.
- (3) The selection of an employee for said temporary assignment shall be at the discretion of the department head taking into consideration any applicable promotional eligibility list, the qualifications and requirements of the position to be filled, and qualifications and job performance of those employees eligible for temporary upgrading.

**Section 3.11      OFFICER IN CHARGE PAY.**

Any Police Officer serving as an Officer-in-Charge shall receive an increase of ten percent (10%) of their base rate of pay for all hours that the employee is assigned to such duties.

**Section 3.12      EDUCATION INCENTIVE PAY.**

- (a) Incentive Pay. Effective the first full pay period following 1/1/2022, employees covered by this MOU shall receive educational incentive pay in the following manner:

- (1) Employees shall be eligible for the following educational incentive pay:

AA/AS Degree	\$50 per pay period
or	
BA/BS Degree	\$75 per pay period
or	
Master's Degree	\$100 per pay period
AND	
POST Intermediate Certificate	\$100 per pay period
or	
POST Advanced Certificate	\$150 per pay period
or	
POST Supervisor Certificate	\$150 per pay period

- (2) No employee shall be eligible for Educational Incentive Pay in excess of \$250 per pay period.



- (3) Employees are eligible for incentive pay only if they hold certifications and/or degrees that are not required for their positions.
  - (4) The educational incentive pay increases will be effective upon successful completion of the probationary period.
  - (5) If an employee does not have an AA or AS Degree, but does have sixty (60) or more semester units, then the employee shall submit the transcripts of the completed units to the current year's negotiators, both for the City and the Association, for approval.
  - (6) The college degrees must be received from a college or university that has been approved by the Human Resources Department.
- (b) Tuition Reimbursement. The City subscribes to and supports an educational tuition reimbursement and professional development program for the benefit of employees who want to further or continue their education. Police Officers and Police Sergeants shall be eligible for tuition reimbursement of up to one thousand two hundred dollars (\$1,200) and one thousand four hundred dollars (\$1,400) per year, respectively, for tuition reimbursement and/or professional development. (For Police Dispatchers see City Personnel Rules and Regulations, Section 11.3) Guidelines are as follows:
- (1) Employees who, in their sole discretion, want to broaden their job-related 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.
  - (2) 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.
  - (3) 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) That a degree or certificate is sought;
    - (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 conclusion of the course.

(4) Reimbursement Procedure:

- (A) Employee completes tuition reimbursement request form and submits to department head for approval;
- (B) If approved, department head will submit to Human Resources for approval;
- (C) If approved by Human Resources, a copy of the approved form will be returned to the employee;
- (D) The employee then makes all registration arrangements and pays for tuition and books/materials;
- (E) After completing the course, the employee will provide Human Resources with grade sheet and receipts for tuition and books;
- (F) Human Resources will prepare a claim form for any reimbursements due the employee.

(c) Professional Training. The City encourages employees to broaden their knowledge and improve their skills in their City occupational field or area to improve their on-the-job performance and increase their overall value to the City by attending seminars, conferences, training workshops and/or certificate licensing programs.

- (1) Reimbursement is available for regular sworn employees in the classification of Police Officer and Police Sergeant who are performing their job in a satisfactory manner, and requests for reimbursement are subject to the approval of the Department Head and/or the Director of Human Resources.
- (2) Seminars, conferences, training workshops and/or certificate licensing programs contemplated under this program are defined as courses of study that are specifically related to the employee's presently assigned position, but not required by the City.
- (3) Employees who attend seminars or training under this program will not be compensated for time off. The use of leave accruals will be allowed.
- (4) Reimbursable expenses include: registration, tuition, books and materials.
- (5) Reimbursement Procedure:
  - (A) Employee completes professional development reimbursement request form and submits to department head for approval;
  - (B) If approved, department head will submit to Human Resources for approval;



- (C) If approved by Human Resources, a copy of the approved form will be returned to the employee;
  - (D) The employee then makes all registration arrangements and pays for tuition and books/materials;
  - (E) After attending the seminar, the employee will provide Human Resources with any certificate, attendance verification and/or receipts related to the seminar.
  - (F) Human Resources will prepare a claim form for any reimbursements due the employee.
- (6) All training required for a position or a necessary certification shall be reimbursed through the departmental budget which shall make appropriate allocations for said activities, provided however, that should such allocation be insufficient to reimburse members for said training, then members may utilize the general education reimbursement incentive to fully fund said training.

### **Section 3.13      COURT PAY.**

When a sworn employee in the classification of Police Officer or Police Sergeant is required, as a result of employment responsibilities, to make court appearances during otherwise off-duty hours, said employee shall be compensated as follows:

- (a) If a Police Officer, the employee shall be compensated at a rate of one and one-half times (1.5) the employee's regular rate of pay for each hour worked with a minimum of two (2) hours for each morning or afternoon court session said employee is required to attend. The employee shall have the right to convert this time to compensatory time, pursuant to Section 3.7.
- (b) If a Police Sergeant, the employee shall be compensated at a rate of four (4) hours compensatory time off or straight time pay when such employee is required to be present at either the morning or afternoon session.

### **Section 3.14      COURT STAND-BY PAY.**

When a sworn employee in the classification of Police Officer or Police Sergeant is subpoenaed for a court appearance during his/her off duty hours, and the court places the employee on "on-call" status, he/she shall be compensated as follows:

- (a) If a Police Officer, the employee shall receive a total of four (4) hours of regular pay for the morning court session, afternoon court session, or both.
- (b) If a Police Sergeant, the employee shall receive two (2) hours compensatory time off or straight time pay for standby for the morning court session and two (2) hours compensatory time or straight time pay for standby for the afternoon court session.

### **Section 3.15      SHIFT DIFFERENTIAL.**

- (a) All sworn employees in the classification of Police Officers and nonsworn employees in the classification of Police Dispatcher whose normal work shift includes 12:01 a.m. shall receive shift differential of ninety dollars (\$90) per pay period. Shift differential shall not be paid to any employee until he/she has successfully completed the Police Department's field training program.
- (b) All sworn employees in the classification of Police Sergeants whose normal work shift includes 12:01 a.m. shall receive shift differential of one hundred dollars (\$100) per pay period.

### **Section 3.16      MOTORCYCLE PATROL PREMIUM**

If the Motorcycle detail is reinitiated, the City will meet and confer with the Association on the pay associated with it.

### **Section 3.17      TRAINING PREMIUM.**

- (a) Sworn employees in the classification of Police Officer who are assigned the duties of field training officer shall be paid thirty-five dollars (\$35) per shift for each shift where such duties are performed for any portion of the shift. It is the intent of the Parties that no more than three (3) officers per shift shall be assigned to such duty.
- (b) Sworn employees in the classification of Police Sergeant who are assigned the duties of field training officer shall be paid thirty-five dollars (\$35.00) per shift for each shift where such duties are performed for any portion of the shift. It is the intent of the parties that not more than one sergeant per shift shall be tasked with such duty
- (c) Effective the first full pay period following January 1, 2022, nonsworn employees in the classification of Police Dispatcher who are assigned duties of Communication Training Officer shall be paid thirty-five dollars (\$35.00) per shift for each shift where such duties are performed for any portion of the shift.

### **Section 3.18      BILINGUAL PREMIUM.**

- (a) Sworn employees in the classification of Police Officers or Police Sergeants will be eligible to receive forty dollars (\$40) per pay period upon becoming certified to use a foreign language in a City-administered exam testing language proficiency. In order to be eligible, the use of a foreign language must be a necessary part of their daily work activities and used for work purposes during the majority of time spent in communication with the public and determined by the Chief of Police.
  - (1) Examinations: Eligible employees who want to receive bilingual pay may request to be examined for proficiency in a foreign language by submitting a memorandum to their department head. The department head must sign the memorandum to certify that the use of a foreign language must be a



necessary part of their daily work activities and used for work purposes during the majority of time spent in communication with the public. The memorandum should then be forwarded to the Human Resources Department. Tests will be arranged through the Human Resources Department.

(2) Expectations: Employees receiving bilingual pay are expected to translate for employees who are not bilingual in the event such services are needed, even if the employee needing assistance is not from the same department or work unit.

(3) Monitoring: Department heads will be responsible for monitoring the employees in their respective departments who are receiving bilingual pay to ensure the use of a foreign language is a necessary part of their daily work activities. Audits may be conducted by the Human Resources department at any time.

(b) Nonsworn employees in the classification of Police Dispatcher are eligible for Bilingual Pay in accordance with the City Personnel Rules and Regulations, Section 8.5, Bilingual Pay.

### **Section 3.19      EXPERT PAY.**

Sworn employees who qualify as an expert in the following fields shall receive expert pay in the amount of two hundred twenty-five dollars (\$225) per month:

(a) If in the classification of Police Officer, tactics, use of force, narcotics, firearms, traffic accident investigation, child abuse, driving under the influence and gangs.

(b) If in the classification of Police Sergeant, narcotics, firearms, traffic accident investigation, child abuse, driving under the influence and gangs

To qualify for expert pay the employee must either be certified as an expert in one of the above fields through the court or by the Chief of Police through a review of the employee's qualifications, training and experience. If an employee is denied expert pay, the Chief of Police or his or her designee shall respond in writing with articulable facts as to why the employee's qualifications did not merit expert pay. Courtroom testimony may be taken into consideration when making this determination.

The maximum amount an employee of this unit can receive for expert pay shall be two hundred and twenty-five dollars (\$225) per month.

### **Section 3.20      HAZARD PREMIUM.**

Sworn employees in the classification of Police Officer or Police Sergeant who are assigned to the Department's Crisis Response Team shall receive a stipend equal to three percent (3%) of that employee's base pay during the period of said assignment.

### **Section 3.21      CANINE OFFICER/ANIMAL PREMIUM.**

- (a) All members in the classification of Police Officer who are assigned as a Canine Officer shall receive an additional ten (10) hours of pay at time and one-half (½) per pay-period for the training, exercise, feeding, grooming and other authorized activities for the canine.
- (b) If placed on an on-call status, said employees will be compensated under the terms of Section 3.4 of this MOU.
- (c) Call back pay will be paid under the terms of Section 3.3 of this MOU.

**Section 3.22      SPECIAL ASSIGNMENT/INVESTIGATIONS ASSIGNMENT PAY.**

- (a) For sworn employees in the classification of Police Officer, Special Assignment pay will be afforded to those officers who qualify to be assigned to a special assignment after successfully completing the application process and are assigned to their new assignment. Police Officers in this unit will be eligible to receive one hundred and sixty dollars (\$160) per month while working in one of the special assignments below:
  - (1) Investigations
  - (2) Task Force Officer
  - (3) School Resource Officer
- (b) For sworn employees in the classification of Police Sergeant, Investigations Sergeant Assignment pay will be afforded to those sergeants who qualify to be assigned to supervise investigations in the amount of two hundred and ten dollars (\$210) per month.

**Section 3.23      NEW ANNUAL LEAVE DENIAL / CASH OUT**

No annual/vacation leave will be accrued above the cap at any time or for any reason. When (i) an employee has taken a minimum of 1 week of annual/vacation leave during the current fiscal year; (ii) the employee thereafter is denied a request to take additional annual/vacation leave in that fiscal year because of department or city work load or reasons beyond the control of either party to this MOU; and (iii), the employee for such reason is unable to take said annual/vacation leave by the end of that fiscal year without triggering overtime the City shall cash out only the amount of the denied annual leave hours, up to a maximum of 80 hours. 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 3.24      HOLIDAY PAY**

Police Dispatchers that work an actual holiday that is observed differently than the City's official list of holidays, will be paid at one and one-half (1.5) times the employee's regular rate of pay. A Police Dispatcher who is required to work an official holiday shall be paid at one and one-half (1.5) times his/her regular rate of pay for all hours worked on a holiday, in addition to receiving holiday pay.



## **Section 3.25      SPECIALTY CERTIFICATION PAY**

Police Dispatchers who hold an Emergency Medical Dispatch certification shall receive thirty dollars (\$30) per pay period upon receiving such certification and providing a copy of it to the Human Resources Director.

## **ARTICLE 4      WORK SCHEDULES.**

### **Section 4.1      WORK SCHEDULE.**

Employees covered by this MOU shall have a normal workweek of forty (40) hours on a schedule to be determined by the needs of the department. The workday shall include two (2) rest periods of fifteen (15) minutes each, one (1) meal period of thirty (30) minutes duration and roll call. During the meal period, the employee shall remain in uniform, notify headquarters of his/her location and be prepared to accept calls or assignments or otherwise perform the duties of his/her position. Should the employee fail to obtain a meal for any reason, her/she shall not be entitled to any additional time credit or pay for such fact. The department shall make reasonable efforts to ensure that employees receive their meal period.

### **Section 4.2      WORK PERIOD.**

The work period is fourteen (14) days commencing at 12:01 A.M. Tuesday.

### **Section 4.3      PAYDAYS.**

Paydays shall be on a bi-weekly basis occurring every other Friday.

## **ARTICLE 5      INSURANCE.**

### **Section 5.1      MEDICAL INSURANCE.**

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 MOU 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 \$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

Effective beginning calendar year 2023, the City will either maintain the 2022 contribution for the 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.

The Parties shall continue to meet and confer during the term hereof to consider adoption of alternative coverage or plans and may be presented by the City's health insurance consultant. The Association will be a participant in any committee formed to study such alternatives.

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 agrees to provide term life insurance and accidental death and dismemberment coverage for all employees covered by this MOU in the following amounts:

- (a) For sworn employees in the classification of Police Officer and Police Sergeant, seventy-five thousand dollars (\$75,000).
- (b) For nonsworn employees in the classification of Police Dispatcher, fifty thousand dollars (\$50,000).

**Section 5.3      DISABILITY INSURANCE.**

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

**Section 5.4      HEALTH INSURANCE CONTRIBUTION FOR RETIREES.**

- (a) Sworn employees in the classification of Police Officer 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 insurance coverage until age sixty-five (65), and one hundred fifty-three dollars and sixty-two cents (\$153.62) per month thereafter. For all other employees separating their employment, the City will comply with state and federal requirements regarding post-employment health care coverage.
- (b) Sworn employees in the classification of Police Sergeant, if the sum of his/her age (expressed in years and complete months) plus the years of service credit with the City (as reflected in the records of CalPERS) totals seventy (70) or more upon retirement, the City shall pay six hundred and nineteen dollars and one cent (\$619.01) per month towards the retiree only portion of said insurance until the retiree reaches age sixty-five (65). During this time, insurance coverage will be available for the retiree's dependents at the retiree's expense. At age sixty-five (65) the retired employee may elect to continue said insurance coverage, including dependent coverage, at the retiree's expense.



- (c) Nonsworn employees in the classification of Police Dispatcher who retire will receive three hundred nine dollars and fifty-one cents (\$309.51) per month towards retiree only insurance coverage under the City's health insurance program provided said retiree had two hundred forty (240) months [twenty (20) years] of service with the City of El Centro.

## **ARTICLE 6        LEAVE.**

### **Section 6.1        ANNUAL LEAVE.**

For Police Officers and Police Sergeants, annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to medical situations and personal business. Annual leave is a combination of an employee's vacation, sick time, and birthday holiday. For Police Dispatchers, annual leave is broken down into sick time and vacation time, and each type of leave may be treated differently.

#### **Section 6.1(a)        ELIGIBILITY.**

- (a) Police Officers and Police Sergeants: Employees shall be eligible to take annual leave after completion of one (1) month of continuous full-time service.
- (b) Police Dispatchers: All permanent and probationary employees who have completed the equivalent of one (1) month of service shall be eligible for sick leave. The City's Personnel Rules and Regulations shall apply to eligibility for vacation leave.

#### **Section 6.1(b)        ACCRUAL.**

- (a) Police Officers and Police Sergeants: Annual leave shall accrue biweekly for all eligible employees. Eligible employees are employees who are on a pay status for fifty percent (50%) or more of a bi-weekly period. Annual leave shall accrue according to the following schedule.

Months of Continuous Service	Hours Per Pay Period Police Officer	Hours Per Pay Period Police Sergeant
0-60	8.01	8.62
61-72	8.31	8.92
73-84	8.62	9.23
85-96	8.93	9.54
97-108	9.24	9.85
109+	9.54	10.15

- (b) Police Dispatchers:

1. Sick Leave. Sick leave shall be accrued and credited bi-weekly for all eligible employees who are on pay status for fifty percent (50%) or more of that biweekly period. The accrual rate for said employees shall be three and sixty-nine one hundredth (3.69) hours bi-weekly. Permanent part-time employees working a minimum of twenty (20) hours per week, shall be eligible for vacation leave in proportion to the number of hours worked each week as opposed to the standard forty (40) hour work week.

2. Vacation Leave. Employees shall accrue vacation leave as indicated in the City's Personnel Rules and Regulations.

**Section 6.1(c)      HOLIDAYS AND PERSONAL NECESSITY DAY.**

- (a) Police Officers: In lieu of holidays and one (1) personal necessity day per year, employees shall receive the following:

1. Thirty-two (32) hours of annual leave. Said hours are included in the accrual rates set out in Section 6.1 (b) above.
2. Holiday pay shall be paid on the last payday in November of each year (first check to be issued in November of 2014). In order to receive holiday pay, an employee must be covered by this MOU on November 1 of the previous year for which payment is made. Employees hired after November 1 of each year will receive eighty (80) hours of holiday pay prorated based on the number of holidays observed since date of hire.
3. Employees who observe official holidays may utilize paid leave in order to compensated for said holidays and remain eligible for holiday pay pursuant to Section 6.1 (c).

- (b) Police Sergeants: In lieu of receiving one hundred and twenty-six (126) holiday hours and twelve (12) hours for a personal necessity day per year, employees shall receive the following:

1. Forty-eight (48) hours of annual leave. Said hours are included in the accrual rates set out in Section 6.1 (b).
2. Ninety (90) hours of holiday pay. Holiday pay shall be paid on the last payday in November of each year on a separate check. In order to receive holiday pay, an employee must be covered by this MOU on November 1 of the previous year for which payment is made. Employees who are hired after November 1st of each year, will have their holiday pay prorated based on the number of holidays observed since date of hire.
3. Employees who observe official holidays may utilize paid leave in order to compensated for said holidays and remain eligible for holiday pay pursuant to Section 6.1 (c).

- (c) Police Dispatchers: Each employee shall be granted the equivalent of two (2) days of leave as outlined below during a fiscal year to attend to personal business. Employees shall request use of such leave on forms provided by the City, and subject to the same scheduling requirements provided under the City's Personnel Rules and Regulations. Any hours of personal necessity leave not taken prior to June 30 of a fiscal year shall be forfeited.

1. Employees that work twelve (12) hour days shall be granted twenty-four (24) hours of leave during a fiscal year;



2. Employees that work nine (9) hour days shall be granted eighteen (18) hours of leave during a fiscal year; and
3. Employees that work eight (8) hour days shall be granted sixteen (16) hours of leave during a fiscal year.

**Section 6.1(d)      ACCUMULATION.**

- (a) Police Officers and Police Sergeants: Annual leave may be accumulated up to a maximum of five hundred (500) hours.
- (b) Police Dispatchers: Sick leave and vacation leave accumulation maximums are subject to the City's Personnel Rules and Regulations.

**Section 6.1(e)      SCHEDULING FOR POLICE OFFICERS.**

The times when a Police Officer may take annual leave during a calendar year shall be determined by annual leave requests as submitted by employees. Said requests shall be approved or disapproved by the Chief of Police taking into consideration employee dates of hire, due regard for the wishes of the employee, and particular regard for the needs of the department.

**Section 6.1(f)      CASH OUT.**

In addition to section 3.23, employees shall have the following cash out rights:

- (a) Police Officers and Police Sergeants:

1. Cash Out at Separation. Employees who leave the employment of the City shall be paid for accumulated annual leave at the employee's current rate of pay.

- (b) Police Dispatchers:

1. Conversion of Sick Leave to Vacation Leave: Employees who have at least two hundred eighty-eight (288) hours of accrued sick leave at the beginning of any fiscal year, at the end of that fiscal year, shall convert those sick leave hours accrued during that fiscal year that exceed the total number of sick leave hours taken off during that fiscal year. Conversion shall be at the rate of twenty-five percent (25%) times the number of eligible sick leave hours to be converted.

2. Cash out of Sick Leave:

- (A) Sick leave accumulated which exceeds two hundred eighty-eight (288) hours Shall be converted to cash reimbursement as follows:

- i. 0 - 60 months of continuous service - 5%.
- ii. 61 - 120 months of continuous service - 15%.
- iii. 121 - 180 months of continuous service - 25%.

- iv. More than 180 months of continuous service - 50%.

Cash reimbursement will be paid in January of each year or upon separation.

(B) In lieu of the immediately preceding provision, an employee whose retirement date is within four 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 four thousandths (0.004) for each day of sick leave (two hundred fifty (250) sick leave days = one (1) additional year of service credit).

- 3. Cash Out at Separation. Employees who leave the employment of the City shall be paid for accumulated annual leave at the employee's current rate of pay.

#### **Section 6.2      ASSOCIATION OFFICERS' ADMINISTRATIVE LEAVE.**

The City shall allow reasonable time per year for use by Association Officers/Representatives to attend seminars or conferences relative to employer-employee relations; provided, however, that the City Manager shall retain the right to determine what shall constitute "reasonable time".

#### **Section 6.3      FUNERAL LEAVE.**

When a law enforcement officer dies in the line of duty, the City shall permit two (2) Association representatives to attend the funeral without loss of pay. The City agrees to provide a vehicle for attendance at funerals with a four (4) hour driving radius distance. The Association acknowledges it will furnish its own transportation in those instances where the use of an automobile is not practical.

#### **Section 6.4      ADMINISTRATIVE LEAVE**

Police Sergeants classified as exempt under the guidelines of the Fair Labor Standards Act ("FLSA") shall receive six (6) days of paid administrative leave per year effective July 1 of each year on a non-accruable basis. Administrative leave provided pursuant to this section shall not be considered "vacation leave" within the meaning of Labor Code §227.3. Unit members may cash out up to twenty-four (24) hours of unused administrative leave per fiscal year, the payment of which will be due during the first pay period immediately following June 30 of said year. Notification of the exercise of the cash-out shall be given during the month of May immediately preceding the end of the fiscal year subject to the employee having sufficient hours in the account for the cash-out. Any remaining administrative leave time remaining as of June 30 shall be forfeited.

An employee classified as exempt under FLSA guidelines joining the Sergeants Association after December 31 of the fiscal year shall receive three (3) days of paid administrative leave during that year

#### **Section. 6.5      BEREAVEMENT LEAVE**

Employees in the classification of Police Dispatcher shall be eligible for a leave of



absence for up to three (3) regularly scheduled days in the event of a death in that employee's immediate family. If required travel exceeds five hundred (500) miles each way, the employee may be granted an additional day (eight hours) 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.

#### **Section 6.6            CRITICAL INCIDENT LEAVE**

Public Safety Dispatchers will be allowed to utilize up to thirty-six (36) hours annually of sick leave for a critical incident debriefing. When requesting this time off for a "critical incident," it must be documented on the Employee Leave Request Form.

### **ARTICLE 7            GRIEVANCE PROCEDURE.**

The Parties agree to meet and confer as soon as possible regarding revision of the following procedures and the application of the City's Personnel Rules. Until an agreement is reached, these provisions shall remain in place.

#### **Section 7.1(a)        PURPOSE.**

Grievance procedures for employees are provided for the purpose of:

1. Providing the means for employees, recognized employee organizations, and management together to solve grievances in an orderly manner within a reasonable time period.
2. Providing methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees and management.
3. Providing a method of appeal and resolution of claims by job applicants and employees of alleged unlawful employment discrimination on the basis of race color, religion, political belief, physical handicap, medical condition, age, national origin, marital status, or sex.

#### **Section 7.1(b)        PROCEDURE.**

1. Any employee has the right to file a grievance with freedom from fear, intimidation, or coercion from any party.
2. Any employee may represent him/herself or select whomever he/she wishes to represent him/her at any or all steps in the grievance procedure.

3. Grievances may be initiated by the employee, or the Association on the employee's behalf or on behalf of identified members of the Association.
4. The employee's or Association's first contact regarding job and working conditions is with the immediate supervisor and supervisors shall attempt to settle grievances informally at this level.
5. The immediate supervisor is responsible for informing the employee about job requirements, personnel policies and his/her work unit's relationship to the division, department and City as a whole.
6. A grievant attending a grievance meeting on his/her own behalf on City time will not lose pay. If a representative selected by the grievant to represent him/her at such grievance meeting is a City employee, said representative will not lose pay as a result of meeting during normal working hours.

**Section 7.1(c)      DEFINITION.**

A grievance is a claim, charge, or dispute involving the following:

1. The interpretation or application of any City rule, regulation, ordinance, or resolution affecting an employee's wages, hours, or working conditions.
2. The interpretation or application of the provisions of this MOU.
3. The propriety of the following disciplinary actions administered to a regular employee: warnings and reprimands.
4. Alleged unlawful employment discrimination on the basis of race, color, religion, political belief, physical handicap, medical condition, age, national origin, marital status, and sex.

**Section 7.1(d)      INFORMAL PROCEDURE.**

An informal complaint procedure shall precede the use of the formal grievance procedure. The employee who has a complaint shall discuss the complaint with his/her immediate supervisor no later than fourteen (14) calendar days after the occurrence of the incident causing the complaint. If the immediate supervisor fails to reply to the employee within seven (7) calendar days after the complaint is discussed, or the employee is not satisfied with any decision, the employee may utilize the formal grievance procedure. In the case of a grievance questioning the propriety of a warning or reprimand administered to an employee, the grievant shall begin the grievance at step 1 below.

**Section 7.1(e)      FORMAL PROCEDURE.**

The formal grievance procedure shall be initiated not later than fourteen (14) calendar days after the cessation of the informal procedure.



The formal grievance shall be initiated by the filing of a written grievance, within the time period set forth above, on a form provided for this purpose. The form shall contain:

1. Name of grievant.
2. Grievant's classification.
3. Department.
4. Grievant's mailing address.
5. A clear statement of the nature of the grievance, citing applicable ordinance, rules, regulations or action.
6. The date upon which the incident giving rise to said grievance occurred.
7. The action taken as a result of the informal complaint procedure.
8. A proposed solution to the grievance.
9. Date of execution of the grievance form.
10. Signature of the grievant.
11. The name of any individual or organization representing the grievant, with the signature of said individual or organization representative.

#### **Section 7.1(f)      STEPS.**

The following steps are to be used to resolve a formal grievance (cases of alleged unlawful employment discrimination as described in Section 7.1(c) shall commence at Step 3):

##### **STEP 1.**

The written grievance shall be filed with the second level supervisor, who shall investigate the grievance and confer with the grievant, the grievant's representative and any other employee or employees involved in an attempt to resolve the grievance. Within fourteen (14) calendar days after the written grievance is filed with the second level supervisor, said second level supervisor shall submit his/her decision in writing to the grievant, the grievant's representative, and the City's personnel office.

##### **STEP 2.**

If the dispute is not resolved in Step 1, the written grievance shall be forwarded to with the Chief of Police, and he/she shall investigate the grievance and shall confer with the grievant, the grievant's representative and any other employee or employees involved in an attempt to resolve the grievance. Within fourteen (14) calendar days after the written grievance is received by the Chief of Police, the Chief of Police shall submit his/her decision in writing to the grievant, the grievant's representative and the City's personnel office.

##### **STEP 3.**

If the grievance is not resolved by the Chief of Police to the satisfaction of the grievant, he/she may, within fourteen (14) calendar days from the receipt of the Chief of Police's decision, request further consideration of the grievance by an administrative review panel of three (3) members. The panel shall be comprised of a City Department Head other than the Chief of Police, appointed by the City Manager; a non-unit, non-management employee appointed by the Police Officers Association; and a third person appointed by mutual agreement of the other two (2) members. The administrative panel shall confer

with persons affected and their representative, and render a decision in writing to the grievant, the grievant's representative and the City's Human Resources Department. The administrative panel's decision in such grievance is final, and may not be appealed using Step 4 of the grievance process except for a grievance questioning the propriety of a warning or reprimand administered to an employee.

#### STEP 4.

If a grievance questioning the propriety of a warning or reprimand administered to an employee is not resolved by administrative review panel under Step 3 to the satisfaction of the grievant, he/she may, within fourteen (14) calendar days from the receipt of the Chief of Police's decision, request consideration of the grievance by the City Manager, by so notifying the City Manager in writing.

Within fourteen (14) calendar days after such notification, the City Manager shall review the grievance, may confer with persons affected and their representative and shall render a decision in writing to the grievant, the grievant's representative, and the City's Human Resources Department.

The City Manager's decision shall be final and cannot be appealed.

### **Section 7.2      Evidentiary Hearing.**

#### **(a) Evidentiary Hearing Procedure**

1. Any regular employee shall have the right to request an appeal for an Evidentiary Hearing for disciplinary action that involves a suspension without pay for more than three (3) days, demotion or dismissal from employment.
2. The Evidentiary Hearing Officer shall be selected in revolving order from a list designated by the Personnel Appeal Board to hear an appeal. The list shall be made up of attorneys or other experienced hearing officers who have not been an employee of the City of El Centro within the last 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.

#### **(b) Appeal Procedure for Evidentiary Hearing**

1. Within ten (10) working days after an employee has received the decision from Department Head, the employee may file a written demand with the Human Resources Department requesting an Evidentiary Hearing.
2. Appeal shall be in writing, signed by the appellant, 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.



3. The formality of a legal pleading is not required.

(c) Notice of Evidentiary Hearing

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

(d) Unless otherwise agreed upon by the parties:

1. The appellant shall appear personally, unless physically unable to do so, before the Evidentiary Hearing Officer at the time and place of the hearings.
2. 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.
3. Oral evidence shall be taken only on oath or affirmation and shall be recorded verbatim.
4. Each party shall have these rights:
  - a. to call and examine witnesses;
  - b. to introduce exhibits;
  - c. to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination;
  - d. to impeach any witness regardless of which party first called him to testify; and
  - e. to rebut the evidence against him/her.
5. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.
6. The hearing need not be conducted according to technical rules relating to evidence and witnesses.
  - a. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely, regardless of the existence of any common law or statutory rule, which might make improper the admission of such evidence.

- b. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding.
- c. Irrelevant and unduly repetitious evidence may be excluded.

7. Subpoena Power:

- a. The Evidentiary Hearing Officer shall have subpoena powers as provided in the City Code.
- b. The Evidentiary Hearing Officer may direct any person present to testify in a hearing whether or not such person was subpoenaed to testify.

8. The Evidentiary Hearing Officer shall require the maintenance of order in the hearing room, may order the exclusion of witnesses, and may expel anyone who disturbs the hearing.

9. The Evidentiary Hearing Officer shall rule on objections raised by either party to the hearing.

10. 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.

(e) Official Notice

- 1. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact, which may be judicially noticed by the courts of this state.
- 2. Parties present at the hearing shall be informed of the matters to be noticed, and those matters shall be noted in the record, referred to therein or appended thereto.
- 3. 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.

(f) Personnel Appeal Board Members



1. 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.
2. Vacancies on the personnel appeal board shall be filled by appointment by the mayor with the approval of the council for the unexpired term. Each member shall serve until his successor is appointed and qualified.
3. 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.

(g) 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.

**Section 7.3**            **TIME LIMITS.**

The time limits of each step may be extended by mutual consent of the parties. If an extension is agreed to, the duration of the extension shall be in writing and the statement signed by both parties involved at the step to be extended.

If the grievance is not appealed within the stated time limits or extensions of any of the above steps, the grievance shall be considered conclusively settled on the basis of the last disposition by the appropriate authority and shall not be eligible for further appeal or review.

If the supervisor or other appropriate authority fails to furnish a written or oral answer within the required time limits or extensions of any of the above steps, the employee may proceed with the grievance to the next appropriate step.

**ARTICLE 8**            **MISCELLANEOUS PROVISIONS.**

**Section 8.1**            **POLICE OFFICER SAFETY EQUIPMENT.**



The City shall furnish each employee any safety equipment mandated by State law, and the following items: Sam Brown belt with velcro fasteners, cartridge case, one (1) box of live ammunition per year as well as range ammunition as required (street loads), holster, weapons as required, gas masks as required, bullet-proof vests as required, handcuffs and case, baton and ring, helmet, mace and mace holder, face shield, flashlight with batteries and holder, key holder, whistle, raincoat and rain boots as required, ear protectors while at practice range, and flat badges as required. For employees assigned to motorcycle duty, the City shall furnish motorcycle boots, gloves and sunglasses.

A joint committee composed of representatives of the City and the Association shall meet and consult on the types of weapons and safety equipment to be issued. Employees, at their expense, may use approved alternative duty weapons. The City and the Association shall meet and confer for the purpose of determining approved alternative duty weapons. Equipment shall be replaced or repaired at City expense upon certification by the Police Department that the equipment was lost, destroyed, damaged or worn out in the line of duty. Any personal weapon carried by an employee and previously approved by the Department, should that weapon be damaged in the line of duty, will be repaired or replaced by the City and will remain the property of the employee. Proof of such damage shall be to the satisfaction of the Chief of Police.

All equipment furnished by the City shall be and remain the property of the City and shall be returned to the City upon termination of active employment in the Police Department, or upon written order of the Chief or Commander, or upon transfer to duties where said equipment is not required or not needed.

The City shall furnish, to all employees, uniform patches and stripes and replace such patches and stripes as needed.

## **Section 8.2            FLAT BADGES.**

Employees required to possess a badge while off-duty or while on-duty but not in uniform may, at their option, use a flat badge. Such a badge shall be furnished by the City and remain the property of the City, and shall be returned thereto upon termination of the employee, or upon written order by the Chief, Executive Commander or Commander.

## **Section 8.3            EMPLOYER-EMPLOYEE RELATIONS RESOLUTION.**

Parties met and confer regarding a revised resolution adopting rules and regulations pursuant to the Meyers-Milias-Brown Act for the administration of employer-employee relations. Resolution No. 75-12 was passed and adopted by the City Council of the City of El Centro on July 03, 2002 and revised under Resolution 21-83 (adopted October 19, 2021) allowing police officers, sergeants and dispatcher to be under the same unit.

## **Section 8.4            DRESS CODE.**

Employees assigned to non-uniformed duty shall wear attire appropriate to the assignment.

## **Section 8.5            REPAIR OR REPLACEMENT OF EMPLOYEE'S OR PERSONAL PROPERTY.**



- (a) Police Officers and Police Sergeants: The City shall reimburse employees for the repair or replacement of authorized personal property damaged or lost in the performance of their duties. 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) and non-prescription sunglasses to a maximum of one hundred dollars (\$100). An employee may be authorized to wear while on duty an "engagement and/or wedding ring" upon submission of satisfactory proof of value thereof. The City will pay for the replacement value or three hundred dollars (\$300), whichever is less, for the repair or replacement of said ring that is lost or damaged while on duty. If a claim is not approved, the grievance procedure shall serve as the final remedy to the claim. Personal electronics (cell phones, iPads, etc.) are not eligible for reimbursement.
- (b) Police Dispatchers: The City shall reimburse an employee for the repair or replacement of personal property damaged in the performance of his/her duties, except where said repair or replacement is the result of negligence on the part of the employee. Personal property includes such items as eyeglasses, hearing aids, dentures, watches, personal equipment, and articles of clothing. Personal electronics (cell phones, iPads, etc.) are not eligible for reimbursement.
- (c) The employee assigns any right of action against anyone from loss or damage to personal property up to the amount paid by City, and will allow any suit to be brought in his/her name by the City at City's expense. Prior to the City commencing any civil action to recover City monies expended pursuant to this Section, City shall notify the affected employee of said action.

## **Section 8.6      NO DISCRIMINATION POLICY.**

It is agreed that no employee will be discriminated against because of exercising his/her rights specified in the employer-employee relations policy or his/her rights under this MOU.

## **ARTICLE 9      CONCLUSIVENESS OF MOU.**

The City and the Association acknowledge that during the negotiations that 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.

## **ARTICLE 10      REMOVAL OF STANDARDIZED PROVISIONS TO CITY RULES AND REGULATIONS.**

Certain provisions of this MOU shall be removed to City Rules and Regulations in order to achieve standardized application of matters common to all employee groups within the City. The Association and the City agree the following provisions shall be removed after appropriate meet and conferring which shall not result in the loss or diminishment of any rights or privileges agreed upon in the existing provisions:

- (a) Section 3.11 Subparagraphs c and d as modified by this MOU.

(b) Section 4.3 PAYDAYS -

**ARTICLE 11      COUNSELING MEMORANDUMS.**

Counseling Memorandums will be placed in an employee's personnel file at the Police Department and shall not be forwarded to an employee's permanent file at the Department of Human Resources.

A Counseling Memorandum shall only remain in an employee's personnel file for one (1) year.

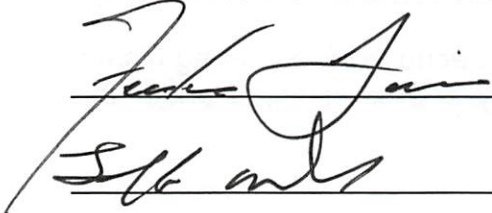
**ARTICLE 12      TERM OF MOU.**

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 5th day of July 2022.

EL CENTRO POLICE OFFICERS ASSOCIATION

CITY OF EL CENTRO

  
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# APPENDIX A- Police Officer Association Classifications

CLASSIFICATION	GRADE
POLICE OFFICER	P11
POLICE SERGEANT	P17
PUBLIC SAFETY DISPATCHER I	P6
PUBLIC SAFETY DISPATCHER II	P8
PUBLIC SAFETY DISPATCHER LEAD	P9

*Effective first full pay period for July 2022*

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
P6	3148	3345	3542	3738	3935	4132
P8	3636	3863	4091	4348	4545	4773
P11	4724	5019	5315	5610	5905	6200
P17	6442	6844	7247	7649	8052	8455

*Effective first full pay period for July 2023*

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
P6	3211	3412	3613	3813	4014	4215
P8	3709	3940	4173	4435	4636	4868
P11	4960	5270	5581	5891	6200	6510
P17	6764	7186	7609	8031	8455	8878

*Effective first full pay period for July 2024*

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
P6	3275	3480	3685	3889	4094	4299
P8	3783	4019	4256	4524	4729	4966
P11	5059	5375	5692	6008	6324	6640
P17	6899	7330	7762	8192	8624	9055