

RESOLUTION NO. 22-90

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO,
ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR
UNREPRESENTED CONFIDENTIAL EMPLOYEES

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

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

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

WHEREAS, currently, the Unrepresented Confidential Employees are compensated pursuant to Resolution No. 18-88 adopted October 29, 2018; and

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

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Repeal. Resolution No. 18-88 is hereby repealed.

Section 3. Classifications. The classifications belonging to this group, hereinafter known as the Unrepresented Confidential Employees, are:

Human Resources Staff Assistant	City Clerk Staff Assistant
City Manager Staff Assistant	Accounting Assistant – Payroll
Management Assistant (Exempt)	
Human Resources Analyst I (Exempt)	
Human Resources Analyst II (Exempt)	

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

- a. **Pay Increases:** The salary ranges of the employees covered by this resolution shall be adjusted as follows:
 1. 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.

2. 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:

A. Step Collapse:

- (1) Step 6: Step 11 will receive a 2% COLA and shall become the new Step 6.
- (2) Step 5: Step 10 will receive a 2% COLA and will become the new Step 5.
- (3) Step 4: Step 4 will equal 95% of Step 5.
- (4) Step 3: Step 3 will equal 90% of Step 5.
- (5) Step 2: Step 2 will equal 85% of Step 5.
- (6) Step 1: Step 1 will equal 80% of Step 5.

B. Step Placement:

- (1) Step 6: Employees at current Step 11 will be at the new Step 6.
- (2) Step 5: Employees currently at Step 10 will be at the new Step 5.
- (3) 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.

3. Fiscal Year 2023/2024 COLA. Effective as of the first full pay period for July 2023, for fiscal year 2023/2024, employees will receive a COLA of 2% of base salary as of June 30, 2023.
4. 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.
5. Merit Increases.

A. 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.

B. 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.

C. 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 Resolution.

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

- b. **Premium Pay**. Each of the designated unrepresented confidential employees shall receive a premium pay of one hundred dollars (\$100) per pay period.
- c. **Car Allowance**. Each of the designated unrepresented confidential employees shall receive a premium pay of fifty dollars (\$50) per pay period.
- d. **Overtime Compensation**. Employees in positions classified as non-exempt by the Fair Labor Standards Act ("FLSA") will be allowed to earn overtime compensation and shall be compensated in terms of a seven (7) day work period. Overtime shall be held to an absolute minimum; however, when overtime is necessary and an employee has been directed to work longer than a normal work schedule, the employee shall receive one and one-half (1.5) times the employees regular pay for all hours worked in excess of forty (40) hours in a work period. Hours worked for the purposes of computing overtime pay shall be in accordance with the FLSA, provided, however, that scheduled use of vacation leave and compensatory time shall be considered hours worked. The employee shall have the option to accrue compensatory time in lieu of overtime pay. Compensatory time shall accumulate at the rate of one and one-half (1.5) times the number of overtime hours worked. The method of calculation to determine compensatory hours shall be the same method as used to calculate monetary compensation.
- e. **Compensatory Time**. Employees in positions classified as FLSA non-exempt shall be allowed to accumulate compensatory time to a maximum of two hundred forty (240) hours at any given time. Any employee who has requested the use of accumulated 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 the operations of the City.
- f. **Longevity Pay**.
 - 1. Eligibility. Longevity pay for each employee in a full-time position hired before July 1, 1989, will be fixed at the rate being paid, if any, on December 31, 1989, and no further increases will be paid regardless of the number of years of continuous service to the City. Any employee in a full-time position hired before July 1, 1989, who is not being paid longevity pay on December 31, 1989, or any employee hired on or after July 1, 1989, shall not be eligible for longevity pay.
 - 2. Placement. All employees who have been in Step 10 for five (5) continuous years, commencing on July 1, 2015, and who have received satisfactory or higher on their performance evaluations for those five (5) years shall be placed in Step 11 as of their anniversary date, subject to the step collapse in subsection (a).

- g. **Bilingual Pay.** An employee in each position designated by the Human Resources Director, after consultation with the affected department head, who is certified to use conversational Spanish in addition to English shall be compensated at the rate of forty dollars (\$40) per pay period effective immediately with approval of Human Resources. The City shall, during the term of this resolution, monitor the effectiveness of bilingual pay and the necessity to use Spanish as part of the affected employee's work activities.
- h. **Temporary Upgrading.** Upon adoption of this resolution, Temporary Upgrading will be in accordance with the City Personnel Rules and Regulations, Section 8.4.
- i. **Retirement.**
 - 1. 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 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.
 - 3. The City will continue to contract with CalPERS to provide the compensation benefit option (Government Code §20042) for those employees hired prior to January 1, 2013, that are not considered "new employees" or "new members" as those terms are defined in PEPR. For "new employees" or "new members" as those terms are defined in PEPR hired on or after January 1, 2013, the City will contract with CalPERS to provide the highest average annual thirty-six (36) months (Government Code §7522.32).
- j. **Insurance.**
 - 1. Medical.
 - 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 Resolution may obtain coverage for their legal dependents under the same comprehensive major medical, dental, life and vision care insurance program.
 - B. 2022 Contributions. 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
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Spouse:	Up to \$1,155.19 per month
Child(ren):	Up to \$1,094.45 month
Spouse & Children:	Up to \$1,475.52 per month

- C. 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.

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.

2. Disability Insurance. The City shall provide short and long-term disability insurance coverage for employees covered by this resolution.
3. Life Insurance. The City shall provide term life insurance and accidental death and dismemberment coverage in the amount of fifty thousand dollars (\$50,000) each for all employees covered by this resolution.
4. Retiree Insurance. For employees who retire from the City after the approval of this resolution, the City shall pay three hundred nine dollars and fifty cents (\$309.50) towards the cost of health 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.

k. **Bereavement Leave.**

1. Eligibility. In the event of a death in an employee's immediate family, said employee shall be eligible for a leave of absence for up to three (3) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the employee may be granted 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.
2. Immediate Family. 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.
3. Documentation. 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.

l. **Holidays.**

1. Rate of Pay. An employee 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.
2. List of Holidays. Effective upon Council approval of this agreement, employees covered by this resolution shall be granted the following paid holidays:
 - A. The first (1st) day of January – New Year’s Day;
 - B. The third (3rd) Monday in January – Martin Luther King, Jr. Day;
 - C. The third (3rd) Monday of February – President’s Day;
 - D. One-half (.5) day on the afternoon of the Friday before Easter – Good Friday;
 - E. The last Monday of May – Memorial Day;
 - F. The nineteenth (19th) of June – Juneteenth;
 - G. The fourth (4th) day of July – Independence Day;
 - H. The first (1st) Monday in September – Labor Day;
 - I. The eleventh (11th) day of November – Veteran’s Day;
 - J. The fourth (4th) Thursday in November – Thanksgiving Day;
 - K. The day following the fourth (4th) Thursday in November, known as the day after Thanksgiving;
 - L. The twenty-fifth (25th) day of December – Christmas Day;
 - M. The anniversary of the birth of the employee;
 - N. One-half (.5) day on the afternoon of December 24th; and
 - O. One-half (.5) day on the afternoon of December 31st.

When the twenty-fourth (24th) day and the thirty-first (31st) day of December falls on either a Saturday or Sunday, each half day holiday shall be taken on the Friday preceding December 24th and December 31st.

- m. **Personal Necessity Leave.** Each employee covered by this agreement 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, 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.

- n. **Administrative Leave.** Employees covered by this resolution shall receive forty (40) hours of paid Administrative Leave per year effective July 1 of each year on a non-accruable basis; provided, however, that an employee joining the City's professional staff after December 31 of a fiscal year shall receive twenty (20) hours of paid Administrative Leave during that year. Any Administrative Leave time remaining in an employee's account as of June 30 of each year shall be converted to cash; provided, however, that the total leave converted shall not exceed twenty-four (24) hours. Administrative Leave provided pursuant to this section shall not be considered "vacation leave" within the meaning of section 227. 3 of the Labor Code, and any remaining Administrative Leave time remaining as of June 30 shall be forfeited.
- o. **Repair or Replacement of Employees' Property.**
 - 1. Repair/Replacement. The City shall reimburse an employee for the repair or replacement of personal property damaged in the performance of his/her duties, except where said repair or replacement is the result of negligence on the part of the employee. Personal property includes such items as eyeglasses, hearing aids, dentures, watches, personal equipment, and articles of clothing. Personal electronics (cell phones, iPads, etc.) are not eligible for reimbursement.
 - 2. Assignment. The employee assigns the right of action against anyone from loss or damage to personal property up to the amount paid by the City, and will allow any suit to be brought in his/her name by the City, at City's expense. Prior to the City commencing any civil action to recover City monies expended pursuant to this section, City shall notify the affected employee of said fact.
- p. **Educational Incentive Pay.** Effective the first pay period following July 1, 2022, or following City Council approval, whichever is later, an employee covered by this agreement who has attained or who attains a higher level of education than is required for his/her position, as certified by the Director of Human Resources, shall receive educational incentive pay pursuant to this section. An employee with an associate of arts or sciences degree shall be eligible to receive fifty dollars (\$50) per pay period, an employee with a bachelor of arts or sciences degree shall be eligible for seventy-five dollars (\$75) per pay period, and an employee with a master's degree shall be eligible for one hundred dollars (\$100) per pay period. All degrees must be from an accredited university/college and approved by the Human Resources Department. For purposes of this section, an employee hired prior to January 1, 1995 shall be deemed to qualify for educational incentive pay if his/her job description was subsequently amended to require an associate or bachelor's degree in arts or sciences, as certified by the Director of Human Resources. The educational incentive pay increases will be effective upon successful completion of the probationary period.
- q. **Educational Reimbursement.** Employees shall be eligible for reimbursement of expenses paid by the employee for professional growth and development undertaken by the

employee on the employee's own time, and which are not otherwise reimbursed. Included are expenses for tuition, textbooks and conference registration. This reimbursement shall be limited to a maximum of one thousand dollars (\$1,000) per year and under the guidelines in the City's Personnel Rules and Regulations.

r. Vacation Leave.

1. Eligibility. Employees shall be eligible to take vacation leave after completion of one (1) month continuous full-time service.
2. Accrual. Employees shall accrue vacation leave biweekly for all eligible employees who are in a pay status according to the following schedule:

<u>Months of Continuous Service</u>	<u>Accrual Rate Per Pay Period</u>
0- 60	4.62 hours
61- 72	4.92 hours
73- 84	5.23 hours
85- 96	5.54 hours
97- 108	5.85 hours
109+	6. 15 hours

3. Accumulation. No vacation leave will be accrued above the maximum of one and one-half (1 ½) times the annual accrual rate at any time or for any reason.
4. Scheduling. Employee requests to take vacation leave shall be approved or disapproved by the employee's supervisor, taking into consideration employee dates of hire, due regard for the wishes of the employee and particular regard for the needs of the organizational unit.
5. Payment of Vacation and Annual Leave Hours Upon Separation. Employees who are separated from City service shall be paid for any accrued vacation and annual leave at the employee's current rate of pay on the date of separation.
6. Holidays Within Vacation. When a recognized City holiday falls within an employee's vacation leave, that day shall not be charged against vacation leave.
7. Illness Within Vacation. 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.

s. Cash Out of Vacation or Annual Leave Hours.

1. Cash Out. For the fiscal year beginning July 1, 2022, or following Council approval,

whichever occurs later, an employee shall be allowed to cash out only the amount of the denied vacation leave hours, up to the maximum of eighty (80) hours when:

- A. He/she has taken a minimum of one (1) week of vacation leave during the current fiscal year;
 - B. 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 Resolution; and
 - C. He/she for such reason is unable to take said vacation leave by the end of that fiscal year without triggering overtime the City
2. 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.
 3. Hardship. Effective July 1, 2022, or upon approval of the City Council, whichever occurs later, 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.

t. **Sick Leave.**

1. Accrual. All permanent and probationary employees covered by this agreement who have completed the equivalent of one month of service shall be eligible for 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 hundredths (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. Conversion. 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).

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

v. **Classification and Grades.**

Accounting Assistant – Payroll	G-8
City Clerk Staff Assistant	G-8
City Manager Staff Assistant	G-8
Human Resources Staff Assistant	G-8
Human Resources Analyst I (Exempt)	G-13
Management Assistant (Exempt)	G-13
Human Resources Analyst II (Exempt)	G-15

w. **Grades and Steps 1 Through 6.**

Effective first full pay period for July 2022

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
G8	3636	3863	4091	4318	4545	4773
G13	5102	5420	5739	6058	6377	6696
G15	5403	5740	6078	6416	6753	7091

Effective first full pay period for July 2023


	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
G8	3709	3941	4172	4404	6636	4868
G13	5204	5529	5854	6179	6505	6830
G15	5511	5855	6200	6544	6888	7233

Effective first full pay period for July 2024

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
G8	3783	4019	4256	4492	4729	4965
G13	5308	5639	5971	6303	6635	6967
G15	5621	5972	6324	6675	7026	7378

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


CITY OF EL CENTRO

By 
Tomas Oliva, Mayor

ATTEST:

By 
Norma Wyles, City Clerk

APPROVED TO FORM:

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. 22-90 was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California held on the 16th day of Aug. , 2022, by the following vote:

AYES: Viegas-Walker, Oliva, Cardenas-Singh, Marroquin

NOES: None

ABSENT: Garcia

ABSTAIN: None


By 
Norma Wyles, City Clerk



CITY OF EL CENTRO

HUMAN RESOURCES DEPARTMENT

TO: Unrepresented Confidential Unit

FROM: Dulce Bedolla, Human Resources Director 

SUBJ: Side Letter – Resolution discrepancies

DATE: August 29, 2022

It has been noted that Resolution 22-90, contains a few discrepancies.

The car allowance provision, Section C, inadvertently repeated the prior provision regarding “premium payment.” That section instead should read as follows:

Section c: Car Allowance: Each of the designated unrepresented confidential employees shall receive a car allowance of fifty dollars (\$50) per month.

Section b, regarding Premium Pay remains unchanged.

The administrative leave provision, Section requires clarification.

Section n: Administrative Leave: Employees who are classified as exempt under FLSA guidelines shall receive forty (40) hours of paid Administrative Leave per year effective July 1 of each year on a non-accrual basis;

In addition, Grade G8, step 5 to be effective July 2023, contained a typographical error. It was included as \$6636 and the correct amount is \$4636.

Also, Finance was not able to process the step collapse and 2% COLA. As you know, this MOU is effective retroactively to the first full payroll in July 2022. The increased compensation, along with the back amount due will be processed on the September 9, 2022 payroll.

If you have any questions, please do not hesitate to contact me.

AGREED TO:

		08/29/2022
Print Name	Signature	Date
		8/29/22
Print Name	Signature	Date
		8/30/22
Print Name	Signature	Date

Elsa Montoya		8/30/2022
Print Name	Signature	Date
Cindy DeZilwa		8/30/22
Print Name	Signature	Date
Uz Zarate		8/30/22
Print Name	Signature	Date