

RESOLUTION NO. 22-116

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO,
REVISING RESOLUTION NO. 18-108 AND RESTABLISHING TERMS AND
CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED FIRE
MANAGEMENT EMPLOYEES

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

WHEREAS, the City Council wishes to declare that all of these classifications are presently unrepresented and are not members of any employee labor 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 Fire Safety Management Employees are compensated pursuant to Resolution No. 18-108 adopted November 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 Fire Safety Management 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 Resolution No. 18-108 is hereby repealed in its entirety.

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

Fire Battalion Chief

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

- a. **Salary and Performance 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 pay period for July 2023, for fiscal year 2023/2024, employees will receive a COLA of 5% of base salary as of June 30, 2023.

4. Fiscal Year 2024/2025 COLA. Effective as of the first 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 that employee’s 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 MOU.

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

- b. **On-Call Pay**: Employees classified in this unit as exempt under FLSA guidelines are not entitled to On-Call Pay. FLSA non-exempt members covered by this resolution shall receive "On-Call" pay at the rate of four (4) hours each twenty-four (24) hour shift employee is assigned to an "On-Call" status.
- c. **Call-Back Pay**: Employees classified in this unit as exempt under FLSA guidelines are not entitled to Call-Back Pay. An employee who has been released from work and has left the work premises shall, if called back to duty, be paid for the reasonable estimate of the time required to travel to and from the employee's residence and the work area and for the time actually worked. The total paid time of call-back pay, including travel time, shall not be less than four (4) hours. Scheduled overtime shall not result in call-back pay.
- d. **Overtime Compensation**:
 - 1. 40-Hour Employees. Forty (40) hour employees in this unit are considered exempt under Fair Labor Standards Act ("FLSA") guidelines and are therefore not eligible for overtime compensation unless such overtime is reimbursable by a State, Federal, or other agency (for example, assignment to a strike team). In such cases, overtime shall only be paid for those overtime hours that fall outside of the employee's regularly-scheduled hours and meet the criteria for reimbursement. If an employee must be hired back to cover for another employee's assignment to a reimbursable incident, the replacement employee shall receive the overtime during the assigned employee's normal working hours
 - 2. 24-Hour Employees. A twenty-four (24) hour shift employee who works a fifty-six (56) hour work week shall be compensated at one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of one hundred twelve (112) hours in a work period. The scheduled use of vacation leave and compensatory time shall be considered hours worked. Twenty-four (24) hour shift employees shall have the option to accumulate compensatory time off in lieu of overtime pay to a maximum of two-hundred forty (240) hours at any given time. Employees shall the option to request to be paid for up to one hundred (100) hours of accumulated compensatory time on any payday.
- e. **Overtime Pay for Extraordinary Duty (40-hour employees)**: Battalion Chiefs assigned to forty (40) hour work weeks are exempt employees who are occasionally required to commit to large scale or catastrophic events or mutual aid events that may span multiple operational periods. These types of events would include: floods, earthquakes, declared disasters, fires and prolonged emergency situations. These extraordinary events may be

more 40 hours than in duration during the work period. Such service is considered “extraordinary” and is beyond the scope of their normal duties. The City of El Centro intends to fairly compensate exempt classes of this unit at an overtime rate of time equal to one and one-half (1 ½) times their base pay for direct and indirect work during such extraordinary events in order to protect life, property, and the environment, beginning at the time of initial dispatch from home base to the time of return to home base, portal to portal.

1. Battalion Chiefs assigned to a forty (40) hour work week who respond to an extraordinary event that exceeds forty (40) hours of duration shall be considered to be reassigned to a twenty-four (24) hour work week and overtime shall be paid in the same fashion as a Battalion Chief assigned to a shift fifty-six (56) hour work week.
 2. For incident response of 40 hours or less there may be no overtime pay. If the duration of the response exceeds 40 hours, overtime pay shall cover the entire time of the extraordinary commitment, beginning at the time of initial dispatch from home base to the time of return to home base, portal to portal. There shall be only one thirty-six (36) hour period from time of original dispatch, regardless of the number of assignments, until normal scheduled duties are resumed.
- f. **Overtime Pay for Extraordinary Duty (24-hour employees):** Employees covered by this MOU are occasionally required to commit to large scale or catastrophic events or mutual aid events that may span multiple operational periods. These types of events would include floods, earthquakes declared disasters, fires, and prolonged emergency situations. These extraordinary events may be more than twenty-four hours in duration. Such service is considered “extraordinary” and is beyond the scope of their normal duties. The City of El Centro intends to fairly compensate all classes of this unit at an overtime rate of time equal to one and one-half (1 ½) times their ordinary rate of pay for direct and indirect work during such extraordinary events in order to protect life, property, and the environment beginning at the time of the initial dispatch from home base, to the time of return to home base, portal to portal.
- g. **Management Incentive Pay:** Employees covered by this resolution that are promoted/hired after July 1, 2012, and classified as exempt under the FLSA guidelines, will receive Management Incentive Pay of seven thousand dollars (\$7,000), annually, to be paid bi-weekly at two hundred sixty-nine dollars and twenty-three cents (\$269.23) which will be reported to the California Public Employee Retirement System (“CalPERS”).
- h. **Longevity Pay:** Employees covered by this resolution shall not be entitled to longevity pay.
- i. **Holiday Pay:**
1. Employees covered by this resolution shall be entitled to the same paid holidays as other City employees.
 2. Employees covered by this resolution and classified as FLSA non-exempt employees assigned to “shift” shall receive one hundred (100) hours of additional pay payable on

the last payday in November of each year.

j. Retirement:

1. Retirement Tier 1. Each employee covered by this agreement hired before January 1, 2013, shall receive the 3% @ 50 retirement formula. These employees 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 employee 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). As soon as administratively feasible the City shall implement a contract amendment. This pension contribution shall extend beyond the expiration of this MOU.
 - C. **Survivor Benefit:** The City will continue to contract with CalPERS to provide for the fourth level of 1959 Survivor’s benefit (Govt. Code Section 21583) for all employees covered by this resolution. The City will pay the applicable employer cost and each employee will pay the applicable employee cost.
2. Retirement Tier 2: Employees hired on or after January 1, 2013, that are considered “new employees” or “new members” as those terms are defined in the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”), and covered by this resolution, shall be placed in the CalPERS 2.7% at 57 retirement plan. The City will contribute one hundred percent (100%) of the employer contribution amount as determined CalPERS. Employees required contribution amount shall be as determined by CalPERS.
3. Classic Employees Hired after January 1, 2013. Employees hired on or after January 1, 2013, that are “Classic Members” in the CalPERS system and had a break in service of no more than 6 months, will be eligible for the 3% at 50 plan.
4. Pre-Tax Payment. Employee contributions will be paid pre-tax under IRS section 414 (h) (2).

- k. **Administrative Leave:** Employees classified as exempt under FLSA guidelines shall receive sixty-four (64) 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 forty (40) hours.

l. Uniform Allowance:

1. **Annual Allowance.** Effective July 1, 2017, employees will receive one thousand five hundred dollars (\$1,500), annually, to be paid bi-weekly at fifty-seven and sixty-nine cents (\$57.69).
 2. **New Employees.** Employees covered by this resolution that are hired after the beginning of the fiscal year will be provided, by the City, five (5) full uniforms, one (1) pair of boots, and two hundred fifty dollars (\$250) to be used towards the purchase of one (1) dress uniform upon hire. New employees shall not be eligible for the uniform allowance until the next fiscal year.
 3. **Promoted Employees.** Current Fire Department employees covered by this resolution that are promoted to a position will be paid six hundred fifty dollars (\$650). Employees shall also be eligible for uniform allowance of twenty-five (\$25) bi-weekly, until the beginning of the next fiscal year – wherein the regular uniform allowance shall take effect.
- m. **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 agreement may obtain coverage for their legal dependents under the same comprehensive major medical, dental, life, and vision care insurance program.

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

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

1. **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.
2. **Retired Employees:** Employees covered by this resolution who retire from the City shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program. If the sum of an employee's age (expressed in years and complete months), plus the years of service credit with the City (as reflected in the records of the CalPERS) totals seventy (70) or more upon retirement, the City shall pay six hundred nineteen dollars and one cent (\$619.01) per month towards the retiree 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

- n. **Life Insurance:** The City shall provide for term life insurance and accidental death and dismemberment coverage in the amount of seventy-five thousand dollars (\$75,000) each for all employees covered by this MOU.
- o. **Disability Insurance:** The City shall provide short-term disability and long-term disability insurance coverage for all employees covered by this resolution
- p. **Sick Leave:**

All permanent, part-time permanent, and probationary employees who have completed the equivalent of one (1) month of service are eligible for sick leave. Temporary employees are not eligible for sick leave. Sick leave shall accrue on a biweekly basis for all eligible employees who are on a pay status for 50% or more of that biweekly period. Sick leave shall accrue at the rate of 3.69 hours biweekly (in the case of forty-hour employees) and 5.54 hours biweekly (in the case of twenty-four-hour employees).

q. **Vacation Leave:**

- 1. 24- Hour Employee Accrual. Members eligible for vacation leave working a fifty-six (56) hour work week shall accrue biweekly, as follows

<u>Years of Continuous Service</u>	<u>Accrual Rate Per Pay Period</u>
1 to 6 years	6.46 hours
6 to 11 years	8.31 hours
11+ years	10.15 hours

- 2. 40-Hour Work Week Accrual. Members eligible for vacation leave working a forty (40) hour work week shall accrue biweekly, as follows:

<u>Years of Continuous Service</u>	<u>Accrual Rate Per Pay Period</u>
1 to 6 years	4.62 hours
6 years	4.92 hours
7 years	5.23 hours
8 years	5.54 hours
9 years	5.85 hours
10+ years	6.15 hours

- 3. Continuous Service. In all cases, “continuous service” means “employed by the City.”
- 4. Reassignment. Members reassigned from a fifty-six (56) hour work week to a forty (40) hour work week shall have all sick leave and vacation balances converted by multiplying said balances by seven thousand one hundred forty-three ten thousandths (0.7143). Members reassigned, from a forty (40) hour work week to a fifty-six (56) hour work week, shall have all sick leave and vacation balances converted by multiplying said balances by one and four-tenths (1.4).
- 5. Accumulation. Vacation Leave may be accumulated up to a maximum of one and one-

half (1.5) times the annual accrual rate.

6. **Eligibility.** Employees shall be eligible to take vacation leave after completion of one (1) month continuous full-time service.
- r. **Bereavement Leave:** In the event of a death in an employee's immediate family, said employee shall be eligible for a leave of absence as follows:
1. Members assigned to a forty (40) hour work week will be eligible for up to three (3) regularly-scheduled days per calendar year per instance. If required travel exceeds five hundred (500) miles each way, the employee may be granted an additional day of bereavement leave. During such leave, the employee shall be paid his/her regular salary; provided, however, that prior approval for the use of such leave is obtained from the employee's supervisor.
 2. Members assigned to a fifty-six (56) hour work week will be eligible for up to forty-eight hours per calendar year per instance. If required travel exceeds five hundred (500) miles each way, the employee may be granted an additional day of bereavement leave. During such leave, the employee shall be paid his/her regular salary; provided, however, that prior approval for the use of such leave is obtained from the employee's supervisor.
 3. 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.
- s. **Personal Necessity Day:** Each employee covered by this agreement shall be granted twenty-four (24) hours of leave 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.
- t. **Bilingual Pay:** An employee in each position designated by the Human Resources Director, after consultation with the affected Department Head, who is certified to use conversational Spanish in addition to English shall be compensated at the rate of forty (\$40) per pay period effective immediately with approval of Human Resources. The City shall, during the term of this agreement, monitor the effectiveness of bilingual pay and the necessity to use Spanish as part of the affected employees' work activities.
- u. **Educational Incentive Pay:**

1. Rates. Employees covered by this resolution may be eligible for the following monthly pay for certifications through the State of California:

A. Chief Fire Officer	\$40/monthly (not applicable if hired or promoted after July 1, 2025)
B. Executive Chief Fire Officer	\$60/monthly
C. Fire Marshal	\$40/monthly
D. Instructor III	\$60/monthly
E. Investigator II	\$20/monthly
F. Haz Mat Incident Command	\$20/monthly
G. Haz Mat Specialist	\$40/monthly
H. Strike Team Leader	\$20/monthly
I. Bachelor's Degree	\$75/monthly (not applicable if required for the Chief Fire Officer)
J. Master's Degree in	\$100/monthly

2. Maximum. The amount of educational pay per month is subject to a maximum of two hundred dollars (\$200.00), monthly.
3. Eligibility. Employees will only be eligible for the above listed amount if the employee has paid for the training and attended on their own personal time. If the City has paid for the training, the employee will only be eligible for fifty percent (50%) of the above listed amount and a monthly maximum of one hundred dollars (\$100).
4. LALS Incentive. Any employee with the certificate in Limited Advance Life Support (LALS) will receive 4% of base salary in year one, 4.5% in year two, and 5% in year three of this MOU.
5. EMT-P Incentive. Any employee with the certification of EMT-P will receive 8.5% of base salary in year one, 9% in year two and 9.5% in year three of this MOU. Any employee recertified for EMT-P shall be paid a recertification bonus of two hundred dollars (\$200); provided however, that such bonus shall not be paid more frequently than once every two years.
6. Proof. The employee is responsible for providing proof of completion work required to obtain certificates, proof of certification, proof of renewal and good standing. If timely notification to Human Resources is not provided by the employee, retroactive certification pay shall be limited to the three months immediately preceding the furnishing of the documentation. Advanced degrees must be from an accredited university/college that has been approved by the Human Resources Department.

- v. **Repair or Replacement of Employee's Personal Property:** The City shall reimburse an employee for the then current value of personal property lost or damaged in the performance of his/her duties except where said loss or damage is the result of negligence on the part of the employee. The City shall pay the replacement value of any such authorized personal property with the following exception: watches to a maximum of one hundred fifty dollars (\$150), non-prescription sunglasses to a maximum of one hundred (\$100) and an engagement and/or wedding ring to a maximum of three hundred dollars (\$300). Personal electronics (cell phones, iPads etc.) are not eligible for reimbursement. If a claim is not approved, the grievance procedure shall serve as the final remedy to the claim. The employee assigns the right of action against anyone from loss or damage to personal property up to the amount paid by the City and will allow any suit to be brought in his/her name by the City at the City's expense. Prior to the City commencing any civil action to recover City moneys expended pursuant to this Section, the City shall notify the affected employee of said fact.

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

- x. **Cash Out of Vacation or Annual Leave:**
 - 1. **Cash Out.** For the fiscal year beginning July 1, 2022, an employee shall be allowed to cash out only the amount of the denied vacation leave hours, up to the maximum of eighty (80) hours when:
 - 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 MOU; 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.

- y. **Tuition Reimbursement:** Tuition reimbursement shall follow the rules as specified in the City's Personnel Rules and Regulations with the exception that the employees covered under this Resolution shall be eligible of up to one thousand two hundred (\$1,200) dollars per fiscal year for tuition reimbursement and/or professional development.

- z. **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.

APPENDIX A- Unrepresented Fire Safety Management Employees

CLASSIFICATION

GRADE

FIRE BATTALION CHIEF

F21

Effective first full pay period for July 2022

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
F21	7977	8475	8974	9472	9971	10469

Effective first full pay period for July 2023

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
F21	8136	8645	9153	9662	10170	10679

Effective first full pay period for July 2024

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
F21	8299	8818	9336	9855	10374	10893

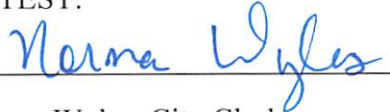
PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the 1st day of November, 2022.

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. 22-116 was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California held on the 1st day of November, 2022, by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

By 

Norma Wyles, City Clerk