RESOLUTION NO. 23-22

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

WHEREAS, on or about November 02, 2021, the City Council created the classification of Police Lieutenant as a management classification and there is no applicable Resolution; and

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

WHEREAS, the City Council wishes to declare that this classification is presently unrepresented and its members are not members of any employee labor group for purposes of collective bargaining or representation; and

WHEREAS, it is the intent of the City Council that the classification listed in this resolution be exempt under State and Federal Fair Labor Standards Act statutes, rules and regulations; 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 the Unrepresented Police Lieutenant Management classification and providing for terms and conditions of employment.

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

1. That the foregoing is true, correct and adopted.

2. This Resolution shall take effect upon adoption. The terms and conditions set out in this Resolution shall be applicable to each Police Lieutenant upon the date of each person's appointment to that position: That the classifications belonging to this group, hereinafter known as the City Unrepresented Police Lieutenant Management Employees are:

Police Lieutenant

3. The terms and conditions of Employment for Commanders and Executive Commanders shall be in a separate MOU.

4. COMPENSATION

a. Salary and Performance Increases:

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

1. Step Collapse.

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

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

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

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

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

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

2. Step Placement.

Employees at the current Step 11 will be at the new Step 6.

Employees at the current Step 10 will be at the new Step 5.

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.

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

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.

b. Merit Increases.

Upon the effective date of this MOU through 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.

1. 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.

2. Any future step increases after the termination of this MOU, June 30, 2025, must be approved by the Parties in a successor MOU.

3. As used herein, "anniversary date" shall mean the original employee's date of hire, date of promotion or whichever is most recent.

c. Overtime Compensation.

Employees in this unit are considered exempt under Fair Labor Standards Act ("FLSA") guidelines and are therefore not eligible for overtime compensation except as otherwise provided here and on a case by case basis.

1. Police Lieutenants required to spend time as a peace officer or watch commander will be compensated at time-and-one-half rate for time spent in excess of their normal shift. Upon written approval of the Police Chief, the overtime rate is for SWAT, mandatory shift scheduling and additional watch commander shifts based on operational needs where the employee is not serving in his/her regular management role.

2. Upon written approval of the Police Chief, exempt police management employees are eligible to work in state or federal service or state or federal funded activities and are eligible for pay in excess of their regular salary as follows: a. When assigned to state or federal service on a non-work day, the exempt employee shall receive one and a half (1 ½) times their regular rate of pay. When assigned to work for another exempt employee who is working in state or federal service on a regularly scheduled workday, the exempt employee shall receive one and one-half times (1 ½) the regular rate of pay.

3. Lieutenants shall not be entitled to call-back or standby pay of any kind.

5. 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. Sworn employees in the classification of Police Lieutenant 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.

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

6. RETIREMENT CONTRIBUTIONS.

a. Lieutenants 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 execution of this MOU, the employees shall pay 9% of the member contribution plus an additional "cost share" pension contrition 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.

7. 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. Employees 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.

2. 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.

8. EDUCATION INCENTIVE PAY.

a. Incentive Pay: 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:

Bachelors	$75 per pay period
or	
Master's Degree	$100 per pay period
AND	
Supervisory or Management 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 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. Lieutenants 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 for professional development. 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.

5. 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 Lieutenant 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.

9. 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. Narcotics, firearms, traffic accident investigation, child abuse, driving under the influence and gangs.

b. 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 or designee (hereafter "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.

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

10. HAZARD PREMIUM

Sworn employees in the classification of Lieutenant 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.

11. 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.

12. 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. Lieutenants are exempt from the provisions of the FLSA.

13. INSURANCE.

a. 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.

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.

b. LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The City agrees to provide term life insurance and accidental death and dismemberment coverage for sworn employees in the classification of Police Lieutenant, seventy-five thousand dollars ($75,000).

c. DISABILITY INSURANCE

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

d. HEALTH INSURANCE CONTRIBUTION FOR RETIREES

Sworn employees in the classification of Police Lieutenant, 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 sad insurance coverage, including dependent coverage, at the retiree's expense.

14. ANNUAL LEAVE

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.

a. ELIGIBILITY

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

b. ACCRUAL

Lieutenants: 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 Lieutenant
0-60	8.62
61-72	8.92
73-84	9.23
85-96	9.54
97-108	9.85
109+	10.15

c. ACCUMULATION

Annual leave may be accumulated up to a maximum of five hundred (500) hours.

d. SCHEDULING FOR LIEUTENANTS

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

e. CASH OUT

Employees shall have the following cash out rights:

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.

15. ADMINISTRATIVE LEAVE

Employees covered by this resolution shall receive sixty-four (64) hours of paid Administrative Leave per year effective July 1 of each year on a non-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 1 of each year may shall be converted to cash; provided, however, that the total leave converted shall not exceed forty (40) hours. Administrative Leave provided pursuant to this section shall not be considered "vacation leave" within the meaning of section 227.3 of the Labor Code, and any remaining Administrative Leave time remaining as of June 30 shall be forfeited.

16. 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.

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

17. 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.

18. 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.

19. TERM OF MOU

Except as specified otherwise herein, this MOU shall be effective March 21, 2023 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 Tuesday, March 21, 2023.

APPENDIX A- **Unrepresented Police Lieutenant Management Employees**

CLASSIFICATION	GRADE
POLICE LIEUTENANT	P19

Effective upon adoption of this resolution

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
P19	9167	9740	10313	10886	11459	12032

Effective first full pay period for July 2023

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
P19	9442	10032	10622	11213	11803	12393

Effective first full pay period for July 2024

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
P19	9631	10233	10834	11437	12039	12641

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the 21st day of March 2023.

CITY OF EL CENTRO

By Martha Cardenas-Singh
Martha Cardenas-Singh, Mayor

ATTEST:

By Norma Wyles
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By Elizabeth L. Martyn
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 23-22was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the 21st day of March 2023, by the following vote:

AYES: Carter, Oliva, Cardenas-Singh, Marroquin, Garcia
NOES: None
ABSENT: None
ABSTAINED: None

By Norma Wyles
Norma Wyles, City Clerk