



# Council Agenda Report

**From:** Thomas Frutchey, City Manager

**Subject:** Emergency Services Department Interim Battalion Chief Staffing Contract

**Date:** April 4, 2017

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## **Facts**

1. The Fire Battalion Chief (BC) position has been vacant since January 1, 2017 after the previous BC took a position with the City of San Luis Obispo. Ken Johnson retired as Fire Chief effective March 3, 2017. The City has been actively recruiting for these two positions since early February, utilizing the assistance of Avery Associates.
2. On February 21, 2017, the City Council approved an approach to filling the leadership and administrative needs of the Emergency Services Department during the time the City conducts the permanent job searches. The structure included the authorization of interim staffing contracts with, Phil Garcia as Interim Fire Chief and Chris Slate as Interim Battalion Chief who were both to work staggered 40-hour shifts to ensure all 7 days of the week would be covered, as needed. Additionally, 24-hour shift coverage would be provided by temporary out-of-class promotions for three of the six captains, to serve as Acting Battalion Chiefs, on shift duty. The City Council appropriated the necessary funds to implement this framework.
3. Phil Garcia started work with the City on March 2, 2017 and is currently fulfilling the duties of Interim Chief. However, Chris Slate notified the City that he would not be accepting the City's interim contract offer as Interim Battalion Chief and the City began a new search for an interim BC.
4. A qualified candidate for Interim BC has now been identified, and pre-employment steps are underway with this individual. At the time this agenda was published, not all of these steps could be fulfilled, and for privacy related reasons, it would be inappropriate to prematurely release the candidate's name.
5. Under CalPERS regulations, a CalPERS annuitant can be appointed to fill an interim position only by contract. As this contract exceeds the City Manager's signature authority, Council action is required.
6. Assuming that all the steps necessary to be able to appoint the candidate can be accomplished before the April 4 Council meeting, this item is being included on the agenda; if Council action is taken, this allows the appointment two weeks earlier than if the request were delayed until the April 16 Council meeting.
7. The proposed employment contract and draft resolution approving the contract are attached for Council review. The name and qualifications of the candidate will be presented to the City Council in advance of formal action on the contract.

## **Options**

1. Take no action.
2. Enter into agreement with an Interim Battalion Chief who will be named prior to City Council action.
3. Provide alternative direction.

## **Analysis and Conclusions**

An experienced and suitable candidate has been identified for Interim Battalion Chief and pending a few additional pre-employment steps, will be available to begin work almost immediately. The addition of the Interim BC is critical in the execution of the staffing and near-term operational framework in place for the Emergency Services Department.

**Fiscal Impact**

The City Council has already appropriated the necessary funds to fill this Interim Battalion Chief position. No additional funds are requested.

**Recommendation**

Approve Resolution 17-XXX appointing an Interim Battalion Chief who will be named in the contract, thus authorizing the City Manager to enter into an agreement for the operational work needs of the Emergency Services Department.

**Attachments**

1. Resolution 17-XXX appointing the Interim Battalion Chief
2. Agreement with the Interim Battalion Chief

RESOLUTION NO. 17-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES  
APPOINTING INTERIM BATTALION CHIEF AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, Government Code Section 21221(h) permits the City Council to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, an appointment under Government Code section 21221(h) requires an active, publicly-posted recruitment for a permanent replacement; and

WHEREAS, the position of Battalion Chief became vacant on December 31, 2016 ; and

WHEREAS, the City is currently actively recruiting applicants, with the assistance of Avery Associates, for the Battalion Chief position, and will be reviewing applications, conducting background checks, and interviewing candidates; and

WHEREAS, to ensure the efficient continued operation of the City's Emergency Services Department, the City Council desires to retain the services of a retired member of CalPERS, to serve as interim Battalion Chief; and

WHEREAS, it is anticipated that the Interim Battalion Chief, \_\_\_\_\_ in conjunction with the Interim Fire Chief Phil Garcia, will provide the leadership, managerial, and organization skills to the Emergency Services Department as well as some transition assistance once a permanent Battalion Chief and Chief are selected; and

WHEREAS, \_\_\_\_\_ is a retired member of CalPERS and has over \_\_\_ years of experience in fire service with an extensive history in fire management, including having previously served as Battalion Chief with another jurisdiction; and

WHEREAS, this appointment will continue until October 31, 2017, unless earlier terminated due to the selection and adequate training of the successor for the Battalion Chief position; and

WHEREAS, it is understood by the City and the Interim Battalion Chief, \_\_\_\_\_, that the combined total hours to be served by \_\_\_\_\_ in any fiscal year, for all CalPERS employers combined, shall not exceed the 960-hour limitation set forth in California Government Code Section 21221(h) and Section 7522.56(d); and

WHEREAS, this Government Code Section 21221(h) appointment shall only be made once and therefore will end on October 31, 2017 or, if earlier, the date that these appointments are terminated by the City or \_\_\_\_\_; and

WHEREAS, the City Council has reviewed a proposed employment agreement by and between \_\_\_\_\_ and the City; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for the Battalion Chief position is \$11,424 and the hourly equivalent is \$65.91, and the minimum base salary for this position is \$8,990 and the hourly equivalent is \$51.87; and

WHEREAS, the hourly rate paid to \_\_\_\_\_ will be \$65.91; and

WHEREAS, \_\_\_\_\_ has not and will not receive any other benefit, incentive, compensation in lieu of benefit

or other form of compensation in addition to these hourly pay rates.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF EL PASO DE ROBLES HEREBY RESOLVES:

Section 1. All of the recitals above are true and correct and are hereby incorporated by reference herein.

Section 2. \_\_\_\_\_ has the specialized skills needed to perform the work required of the interim Battalion Chief until a permanent Battalion Chief is appointed and thereafter begins his or her service.

Section 3. The City Council hereby authorizes the appointment of \_\_\_\_\_ as interim Battalion Chief pursuant to the authority provided under Government Code Section 21221(h) and 7522.56, during the recruitment, selection, and employment of a permanent Battalion Chief, to provide the critically-needed, specialized skills necessary to manage the City's Emergency Services Department. This appointment can allow for some transitional duties once a successor Battalion Chief commences service with the City.

Section 4. The employment agreement with \_\_\_\_\_, a copy of which is attached as Exhibit A, are approved by the City Council.

Section 5. The City Manager is authorized to execute said agreement on behalf of the City, with an effective date and other technical amendments as may be deemed appropriate by the City Manager and City Attorney.

PASSED AND APPROVED this 4<sup>th</sup> day of April 2017.

STATE OF CALIFORNIA                    )  
COUNTY OF SAN LUIS OBISPO        )        ss.  
CITY OF EL PASO DE ROBLES         )

I, \_\_\_\_\_, City Clerk of the City of El Paso De Robles, County of SAN LUIS OBISPO, State of California do hereby certify that the foregoing Resolution No. 2017-\_\_ was regularly approved by the City Council of said City of El Paso De Robles at a regular meeting of said council held on the 4<sup>th</sup> day of April 2017 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Steven W. Martin, Mayor

ATTEST:

\_\_\_\_\_  
Kristen L. Buxkemper, Deputy City Clerk

## **AGREEMENT FOR INTERIM APPOINTMENT**

**THIS AGREEMENT** is between the **CITY OF PASO ROBLES**, State of California, a municipal corporation (hereinafter referred to as "City"), and \_\_\_\_\_, an individual (hereinafter referred to as "Employee"):

### **RECITALS**

WHEREAS, the Emergency Services Department has experienced an unexpected vacancy in the position of Emergency Services Battalion Chief ("Battalion Chief"); and

WHEREAS, the Battalion Chief position is a regular position that has been vacant as of December 31, 2016, and for which the City is actively conducting a recruitment for a permanent appointment; and

WHEREAS, the City has an immediate need for an employee to temporarily perform the position of Battalion Chief, a position involving specialized skills including providing oversight and direction to emergency services safety personnel; and

WHEREAS, Employee is competent and qualified to perform the services required by this Agreement, and the City wishes to have Employee perform certain highly-specialized, critically necessary on-going duties and functions of the Battalion Chief position; and

WHEREAS, Employee is a CalPERS retiree, and his appointment is temporary and subject to the various requirements set forth in this Agreement; and

WHEREAS, Employee represents that he has not received unemployment compensation from any CalPERS agency during the 12-month period preceding the effective date of this Agreement; and

WHEREAS, Employee's employment is authorized by Government Code section 21221(h), which permits the City to appoint a CalPERS retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent replacement.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. Scope of Services: Employee shall serve as Interim Battalion Chief during the time that the City is recruiting for a replacement to fill that position. In that capacity, Employee shall have responsibility for the job requirements stated in the Battalion Chief classification description (a copy of which is attached hereto as Exhibit A), and shall be subject to direction by the Fire Chief, City Manager, or Police Chief. After the hire of the regular Battalion Chief, Employee will remain as a retired annuitant and will have the responsibility of training and transitioning the full responsibilities of the Battalion Chief to the new hire, at City's discretion.
2. Nature of Specialized Services: Employee has specialized skills in the areas of managing and directing the operations of a municipal fire department, including planning, organizing, directing, and coordinating the functions of the department, as more specifically detailed in the attached classification description. In addition, the City wants to allow for the appropriate overlap of functions in order to effectively transition duties to and assist in training the incumbent for this position.

3. Compensation: Employee shall be compensated as follows:
  - A. Hourly Rate of Pay: Employee shall be paid at the rate of \$65.91 per hour (hereinafter referred to as "Hourly Rate"). Payments will be made on regularly scheduled City payroll dates. Employee will be responsible for keeping track of his hours worked on a daily time sheet form (or automated time keeping system), provided by the City. This hourly rate is the sole compensation for services under this Agreement, and Employee will not receive payment for any hours not worked.
  - B. Hours per Week: This employment is for full-time, temporary work, with an expectation that Employee will work approximately 40 hours per week.
  - C. Payment for Work Done in Excess of 40 Hours per Week: The position is not exempt from FLSA overtime pay requirements. The Employee shall be paid at one and one-half times the regular rate of pay for any time worked in excess of 40 hours per week. Overtime work must be pre-approved by the Fire Chief or City Manager.
  - D. Work fewer than 960 hours per year: Pursuant to Government Code section 21221(h) and section 7522.56(d), Employee is allowed to work a maximum of 960 hours per fiscal year for all public agency employers that contract with CalPERS for retirement benefits. The City retains the right to reduce, change, or amend the number of hours worked consistent with the Emergency Services Department's workload and other needs. If Employee's annual hours are approaching 960, then the City retains the right to summarily suspend Employee's duties under this Agreement and to reassign any scheduled hours, as needed, to ensure that Employee does not exceed the maximum hours allowed by this Agreement. Employee will be responsible for keeping track of all hours worked on a time sheet (or automated time tracking program) provided by the City.
4. Employment Status:
  - A. Benefits: Employee understands and agrees that he is not, and will not be, eligible to receive any benefits from the City, including any City group plan for hospital, surgical, or medical insurance, any City retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the City, except for Worker's Compensation Insurance coverage.
  - B. No Membership in Bargaining Unit: Employee understands that he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of City employees.
  - C. No Property Right in Employment: Employee understands and agrees that the terms of his employment are governed only by this agreement and that no right of regular employment for any specific term is created by this agreement. Employee further understands that he acquires no property interest in his employment by virtue of this agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that he can be terminated at any time for any reason or for no reason), and that he is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action.
  - D. Employment of a Retiree: Employee understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment for a

limited duration to a position not to exceed 960 hours in any fiscal year for all such employers; either (1) during an emergency to prevent stoppage of public business or (2) because the retired employee has skills needed in performing the work of limited duration. The City has no way of monitoring the hours Employee works for any other CalPERS employers. In the event Employee is providing service to any other CalPERS public agency employer during the term of this Agreement, Employee must notify the City of such employment and disclose on a periodic basis (at a frequency determined by the City) the number of hours Employee is performing for that other public agency to ensure that the minimum number of hours is not exceeded.

5. Representation of Employee: Employee represents that he is properly trained and certified to perform the duties required of the position and this agreement. Employee further represents that he will maintain, at his expense and on their own time, any certifications necessary to the performance of his employment.
6. Term of Agreement: Pending approval by the City Council, this Agreement shall commence on [date], and shall continue during the period of recruitment. Once the City hires an incumbent for the Battalion Chief position, Employee will continue in the capacity of Assistant Battalion Chief for a transitional and training period, the length of which will be determined by the City. During that time, Employee will be performing highly-specialized and critically-needed skills relating to the management and oversight of the City's Emergency Services Department. The term of this Agreement will continue until September 30, 2017, unless this Agreement is otherwise terminated pursuant to section 7.
7. At-Will Employee. Employment is at-will and may be terminated with or without cause and with or without notice at any time by the City.
8. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of the Employee and is not assignable or transferable by employee to any third party.
9. Governing Law/Venue: This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in San Luis Obispo County.
10. Enforceability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
11. Conflict of Interest: Employee agrees that during the term of this Agreement, he will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated for or not, that would in any way conflict with, or impair Employee's ability to perform the duties described in this Agreement. The City Manager must approve any work performed for the City outside the terms of this Agreement in advance in writing. Employee agrees to disclose whether he is performing work for any other CalPERS public agency employer as required by section 3.D. of this Agreement.
12. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the parties hereto. This Agreement supersedes any previous contracts, agreements,

negotiations or understandings, whether written or oral, between the parties. Employee shall be entitled to no other compensation or benefits than those specified herein, and Employee acknowledges that no representation, inducements or promises not contained in this Agreement have been made to Employee to induce Employee to enter into this Agreement.

No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both parties. Employee understands that no oral modification of this Agreement made by any officer, agent, or employee of the City is effective. Employee specifically acknowledges that in entering into and executing this Agreement, they rely solely upon the provisions contained herein and no others.

13. Support Services and Equipment: Employee shall be provided office space and the necessary equipment during assigned working hours, sufficient to fulfill obligations under this Agreement, as determined by the Fire Chief, City Manager or Police Chief at no cost to employee.
  
14. Reimbursement for Expenses: Employee shall be reimbursed by City in accordance with standard City travel policy for all authorized and necessary travel undertaken by Employee in performance of services pursuant to this Agreement. Employee shall document and claim said reimbursement for such travel in the manner and forms required by the City. Other than as specifically provided herein, Employee shall receive no other compensation or reimbursements for expenses incurred in performance of this Agreement.

**DATE:** \_\_\_\_\_

**EMPLOYEE** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CITY** \_\_\_\_\_

**THOMAS FRUTCHEY  
CITY MANAGER**



## PROFESSIONAL/MANAGER I/II/III

### DEFINITION

Under administrative direction, assists, organizes, oversees, and coordinates the operations of a division of the assigned department; reviews the work of staff performing difficult and complex technical and office support related to the departmental function; performs professional work such as analyzing cost, revenue and relevant economic data; maintains and improves related systems; assumes responsibility for a variety of programs, projects and special assignments; and performs related work as required.

### SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from an either an Executive Manager or Professional Manager III. Directly or indirectly supervises administrative and technical support staff.

### CLASS CHARACTERISTICS

The Professional/Manager organizes and oversees day-to-day activities and is responsible for providing professional-level support to the reporting manager in a variety of areas. The incumbents are accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within policy and procedural guidelines. Responsibilities include coordinating the activities of the department with those of other departments.

Some positions in this series may be assigned special projects or activities which do not involve the direct supervision of staff but which involve leadership of major professional or highly technical activities having significant City impact; such assignments may involve supervision, leadership, control or coordination of contracted service providers or other governmental agencies.

Professional/Manager I is the entry-level managerial class and may serve as a bridge class for professional and technical supervisors. Incumbents have responsibility for one or more major components of the assigned function and/or department and directly supervise at least two lower-level positions. They are expected to work under minimal management supervision and instruction, to exercise considerable independent judgment and initiative while supervising staff, to review and evaluate work procedures, and to recommend and implement improvements.

Professional/Manager II maintains operational control of a discrete, multi-faceted work unit and is greatly involved in program, policy and procedural development in addition to assistance in the day-to-day management of departmental activities.

Professional/Manager III is a senior managerial class and under general direction, incumbents manage a complex, varied, multi-faceted, fully developed program or division. The scope and complexity of the program is such that there are subordinate supervisors to assist in the administration of the division; provides work direction and assistance to department staff; participates in department management at the policy-making level; analyzes community needs

and designs strategies to prioritize programs and services to meet them; may act as Executive Manager in his/her absence.

**ESSENTIAL JOB FUNCTIONS** (Illustrative Only)

- Assists in the development and implementation of goals, objectives, policies, procedures and work standards for the department.
- Develops and standardizes procedures and methods to improve the efficiency and effectiveness of departmental operations.
- Assists in compiling and administering the budget for the department; conducts short and long-term departmental planning.
- Plans, schedules, assigns, supervises and reviews the work of assigned staff.
- Recommends selection of staff, trains staff in work procedures; authorizes discipline as required; provides policy guidance and interpretation.
- Performs complex and difficult support work within programmatic and procedural guidelines.
- Oversees processes; ensures adherence to quality standards.
- Reviews and researches a variety of reports, records and documents; produces a variety of specialized reports; may develop report formats and utilize varied databases.
- Assists in monitoring various researches and analyzes transactions to resolve concerns.
- Updates City records and procedures in assigned areas pursuant to change in law, City policies and procedures, Memorandums of Understanding, and other pertinent rules and regulations.
- Confers with other departments on questions regarding, and other matters related to assigned areas of responsibility.
- Conducts or directs various research studies; analyzes results; evaluates alternatives, makes recommendations and prepares narrative and statistical reports.
- Plans and develops policies, procedures and events for assigned department.
- Advises and guides management to resolve problems and recommends solutions related to departmental or Citywide issues.
- Prepares and directs the preparation of a variety of written correspondence, reports, procedures, ordinances and other written materials.
- Confers with department representatives, other agencies and employees regarding administration and interpretation of department policies and procedures.
- Prepares designs, specifications and cost estimates for assignments and projects.
- Provides quality control of City functions by reviewing reports, applications, studies, design and construction; provides enforcement actions to ensure that the quality standards of the City are achieved.
- Provides technical information and instruction regarding applicable procedures and methods; interprets and explains rules, regulations, and procedures, answers questions and resolves concerns.
- May act as the Executive Manager on a relief or assigned basis.
- Attends meetings, conferences, workshops and training sessions and reviews publications and materials to become and remain current on principles, practices, and new developments in assigned work areas.
- Acts as the liaison to other public agencies and private organizations relevant to the assigned project and department.
- Interacts with the public and/or community groups in response to complaints, requests for information, and conflict resolution; develops and participates in activities/programs with community partners.
- Performs other duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Administrative principles and practices, including goal setting, program development and supervision of staff.
- Principles and practices of public agency budget development, administration and accountability.
- Computer applications related to the work, including word processing, spreadsheet and data base applications.
- Techniques for providing a high level of customer service to public and City staff, in person and over the telephone.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Applicable federal, state and local laws, codes and regulations.
- Standard office support practices and procedures, including the use of standard office equipment.
- Records management principles and practices.
- Techniques for dealing effectively with the public, vendors, contractors and City staff, in person and over the telephone.

### **Skill in:**

- Assisting in developing and implementing goals, objectives, policies, procedures, work standards.
- Planning, organizing, scheduling, assigning, reviewing and evaluating the work of staff.
- Selecting, training and providing professional development to staff in work procedures.
- Interpreting, applying and explaining complex laws, codes, regulations and ordinances.
- Perform complex, analytical and legal research work and analysis.
- Making accurate arithmetic, financial and statistical computations.
- Using English effectively to communicate in person, over the telephone and in writing.
- Using initiative and independent judgment within established policy and procedural guidelines.
- Preparing clear and concise reports, correspondence, policies, procedures and other written materials.
- Using tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Working in a team atmosphere and participating on a variety of citywide committees to enhance the provision of City services.
- Effectively representing the department and the City in meetings with governmental agencies, community groups and various business, professional, educational, regulatory and legislative organizations.
- Entering and retrieving data from a computer with sufficient speed and accuracy to perform assigned work.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

### **Education and Experience:**

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from a four-year college or university with major course work in a field related to the functional area assigned. Masters degree may be required for some positions, i.e. City Librarian.

Professional/Manager I: Four years of increasingly responsible experience that includes a minimum of one year in a lead or supervisory role.

Professional/Manager II: Equivalent to two years experience as a Manager I and five years of increasingly responsible experience in a related field.

Professional/Manager III: One year of experience as a Manager II and six years of increasingly responsible experience in a related field.

Additional experience as outlined above may be substituted on a year-for-year basis for the educational requirement up to a maximum of two years.

**Licenses and Certifications:**

Certifications may be required for selected assignments: i.e. Police Lieutenant-Basic POST with Supervisory Certification; City Engineer and Public Works Utilities Manager-Professional Engineer registration; City Engineer-Professional Land Surveyor registration; Building Official-Building Official certification.

Must possess a valid California class C driver's license and have a satisfactory driving record.

**Physical Demands:**

Must possess the mobility to work in a standard office setting and use standard office equipment, including a computer; mobility to inspect City field sites, to operate a motor vehicle and to visit various City meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone.

**Other Requirements:**

Most work is performed in an office setting, although there may be occasional exposure to inclement weather conditions, noise, dust and potentially hazardous materials. Attendance at off-hours meetings and occasional travel are required. May be required to respond to off-hours emergency situations.

**Typical Working Titles included in this classification:**

Professional/Manager I:

No incumbent positions

Professional/Manager II:

Associate Planner  
Deputy Building Official  
GIS Analyst  
Recreation Services Manager  
Industrial Waste Manager

Professional Manager I/II/III

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Stormwater Manager  
Water Conservation Manager

Professional/Manager III:

Battalion Chief  
Building Official  
Capital Projects Engineer  
City Engineer  
City Librarian  
City Planner  
Finance Manager  
Human Resources Manager  
Information Systems Manager  
Maintenance Superintendent  
Police Lieutenant.  
Water Resources Manager

This class description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the class change.