

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
THE EL CERRITO PUBLIC SAFETY MANAGEMENT GROUP
BATTALION CHIEF

JULY 1, 2003 THROUGH JUNE 30, 2006

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
PUBLIC SAFETY MANAGEMENT ASSOCIATION – BATTALION CHIEF**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq). The parties to this Memorandum of Understanding are the City of El Cerrito, State of California, which hereinafter shall be referred to as "City," and the El Cerrito Public Safety Management Association – Battalion Chief, which hereinafter shall be referred to as "Association – BC." The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees represented by the Association – BC and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment, conditions and employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council as a joint recommendation of the undersigned for salary, fringe benefits and other working conditions for the period July 1, 2003 through June 30, 2006, and shall be in full force and effect at such date as herein prescribed, upon ratification by both the City Council and affected members of the Public Safety Management Association – ***Battalion Chief***.

City of El Cerrito

**Public Safety Management
Association - Battalion Chief**

Scott Hanin
City Manager
Date: _____

Lance Maples
Association Representative
Date: _____

Sandra Chapek
Employee Services Representative
Date: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
PUBLIC SAFETY MANAGEMENT ASSOCIATION – BATTALION CHIEF

This Agreement is entered into by and between the City of El Cerrito, hereinafter referred to as the “City,” and the El Cerrito Public Safety Management Association – Battalion Chief, hereinafter referred as the “Association – BC.” This Agreement establishes the salaries, benefits, and conditions of employment for the City’s public safety management employees – Battalion Chiefs as follows:

CHAPTER 1

MANAGEMENT EMPLOYEES

- 1.1 Management employees are, for purposes of this section, those actively involved in the following classification: Battalion Chief

CHAPTER 2

SALARIES AND BENEFITS

2.1 Salary

The following control point shall apply and serve as the midpoint of the approved monthly salary range effective July 1, 2003. This shall not create a retroactive pay obligation. The evaluation date used for this program shall be the first day of the first full pay period in January beginning with January 2004.

Fire Battalion Chief	\$9,228
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A salary range of 25% above and below the control point shall be created, within which a Department Head or the City Manager may approve salary adjustments of up to 5% or 10% per calendar year, respectively.

The control point shall be adjusted annually in years two (beginning July 2004) and three (beginning July 2005) of each four-year cycle through the budget approval process based on the change in the San Francisco-Oakland-San Jose Metropolitan Area, Consumer Price Index (All Urban Consumers – Not Seasonally Adjusted); 1982-84=100.

In order to preserve appropriate internal salary relationships and minimum salary compaction, the City Manager may from time to time adjust the salary range to ensure a minimum 15% base *rate of pay* separation between the control point for Fire Battalion Chief and top step Fire Captain. Further, the Fire Battalion Chief assigned to training receives an additional 10% added to salary for the assignment.

Note: In addition to the base salary, the City previously contributed eight percent (8%) of salary toward a deferred compensation plan for management employees. All contributions ceased effective February 4, 2001.

2.2 Uniform Allowance

The uniform allowance for Fire Battalion Chiefs is \$675 per fiscal year. Uniform allowance shall be paid on the first payroll date in December, covering the fiscal year beginning the prior July. Such payment shall be by check, separate from the normal payroll check.

2.4 Auto Allowance

The City will supply an automobile to management employees who, in the opinion of the City Manager, require a City vehicle as an integral part of their work. Alternately, the City will provide a cash allowance of up to \$200 per month in lieu of use of a City automobile.

2.5 Pension Plan Benefits and Reimbursement

Until June 30, 2001 the retirement plan for employees was the 2% at age 50 Public Employees' Retirement System plan. Effective June 30, 2001 the City's contract with PERS was amended to provide to employees the 3% at Age 50 Public Employees' Retirement System plan. The City and the Association shall share equally the annual cost of 3% at age 50 that is above the City's fiscal year 2000-01 PERS contribution rate of 2.468% for the life of the MOU. (See Section 7.4 of the Memorandum of Understanding between the City of El Cerrito and the El Cerrito Firefighters' Association for the period July 1, 2000 through June 30, 2006.) The appropriate shared contribution rates will be recalculated each year of the MOU, using actual PERS contribution rates for that fiscal year. The City's 3% at age 50 retirement plan has a nine percent employee contribution, the PERS single highest year option, and service credit for unused sick leave option. Employees' base pay is contained in Section 2.1. The City provides what is commonly known as EPMC or Employer Paid Member Contribution, i.e., the City pays the employee contribution to PERS of 9% and, further, the City contributes 9% of the required 9% member contribution.

2.6 Flexible Benefits Plan

The City has a Flexible Benefits Plan. Effective July 1, 2003 the Plan provides for the following:

- A. With the exception of those employees who choose the "no medical plan" option (See C), the City will contribute an amount equivalent to the higher of the Health Net or Kaiser medical plan rate, according to dependent status, regardless of which medical plan is chosen. "According to dependent status" means that if an employee is single the employee shall receive the equivalent to the higher of the Health Net or Kaiser single premium in his or her flexible spending account. If an employee and a dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the higher of the Health Net or Kaiser two-party premium in his or her flexible spending account. If an employee and more than one dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the higher of the Health Net or Kaiser family premium in his or her flexible spending account.
- B. Employees may select one of the following medical plans within their Flexible Benefits Plans:
- Kaiser (S)
 - Health Net HMO

Effective July 1, 2002, the City made a preferred provider option (PPO) available to City employees. Those employees selecting this option are responsible for the difference, if any, in premium between the Kaiser or the HealthNet HMO plan, whichever is most expensive, and the PPO plan.

In the event that an employee selects a medical plan that costs less than the amount the City contributes to the Flexible Benefits Plan, the employee may receive the difference in cash, *in which* case this amount is treated as taxable income, or may *be* reallocated toward the purchase of other benefits in the Plan, or a combination of both.

- C. In the event that an employee has alternate comprehensive group medical coverage through a spouse's medical plan or some other group medical plan, the employee may select a "no medical plan" option. In this event, the City shall contribute the equivalent *to the higher* of a single Health Net *or Kaiser* medical premium to the Flexible Benefits Plan and the employee may receive this amount in cash. In that case the amount is treated as taxable income, or may reallocate it toward the purchase of other benefits in the Plan, or a combination of both.
- D. Employees may contribute salary of up to \$10,000 on a pre-tax basis in order to purchase the following benefits:
- Medical premiums, co-payments, and deductibles
 - Dental premiums, co-payments, and deductibles
 - Unreimbursed medical and dental expenses
 - Dependent care (\$5,000 maximum by law)
 - Mental health counseling services

Rules governing the allocation and distribution of such funds shall conform to applicable sections of State and Federal tax codes and the City of El Cerrito's Flexible Benefits Plan.

The employee may elect to purchase a variety of taxable and tax-exempt benefits with the City's contribution to the Flexible Benefits Plan. Additionally,

the employee may salary-contribute to the purchase of benefits on a pre-tax basis if appropriate and consistent with the provisions of the City's "Citiflex" Plan and IRS regulations.

Health plans will become effective the first of the month following the date of hire.

- E. The health benefit programs recognize the participation of domestic partners of eligible employees. Please refer to the City's Citiflex document for details.
- F. During the term of the contract, the City may establish a City-wide task force for the purpose of exploring alternate health plans, including PERS Health, for both active and retired employees. The Association agrees to reopen negotiations for the sole purpose of implementing alternative medical coverage.
- G. Effective January 1, 2004, the City ceased providing the monetary difference between the Kaiser and HealthNet HMO premiums to employees, who selected the less expensive medical plan, previously referred to as the 'cash-back' benefit. In exchange for the elimination of the 'cash-back' provision, the City agreed to provide the money that previously was spent on the 'cash-back' benefit to the CalPERS (Public Employees' Retirement System) Public Safety employees' account each year of the Memorandum of Understanding. The purpose of the annual contribution to PERS is to offset costs of the enhanced retirement formula. The elimination of the 'cash-back' system in no way affects the payment to employees declining medical coverage as discussed above.

2.7 Dental Plan

The City will pay the full cost of employee coverage under the Delta Dental Plan. *The City will pay the full cost of employee plus dependent coverage effective July 1, 2002.*

2.8 Life Insurance

The City will provide a term life insurance policy for management employees. The principal sum shall be equal to the annual salary rounded to the nearest \$1,000 (up to a maximum of \$100,000) effective the first day of the month following City Council adoption of *any changes to the Public Safety Management Pay Plan.*

2.9 Long-term Disability Insurance

The City shall provide employees with long-term disability insurance with coverage of two-thirds salary and a sixty-day elimination period. Like regular wages, this benefit is taxable.

2.10 Benefit Status

- A. The salary and benefits contained within this Memorandum of Understanding are granted only to employees who are in a current pay status. The City shall incur no cost, nor shall benefits accrue for retirees, survivors, or employees in a non-pay status, unless the employee is granted medical leave of absence or military leave of absence.
- B. In the event an employee is in a non-pay status because of a disputed workers' compensation claim, benefits under this article shall be continued upon written agreement of the affected employee to repay to the City the amount of any premiums paid by the City during the non-pay status period if the employee's claim is denied by the Workers Compensation Appeals Board or withdrawn by the employee prior to a decision by the Board.

CHAPTER 3

HOLIDAYS

3.1 Holidays

The number of designated holidays for Fire Suppression personnel shall be thirteen (13). The following holidays are designated "holidays" and shall be the basis for benefits associated with this section:

- | | |
|----------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Jr. Day | Veteran's Day |
| Lincoln's Birthday | Thanksgiving Day |
| Washington's Birthday | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| July 4th | Employee's Birthday |
| Labor Day | |

For the Fire Battalion Chief assigned to training, the recognized municipal holidays are as follows:

- | | |
|--------------------------------------------------------------------|------------------------|
| New Year's Day | Labor Day |
| Dr. M. L. King Jr. Birthday
(3 rd Monday in January) | Veteran's Day |
| Presidents' Day
(3 rd Monday in February) | Thanksgiving |
| | Day after Thanksgiving |
| | ½ Day Christmas Eve |

Memorial Day
Independence Day (July 4)

Christmas Day
½ Day New Year's Eve

In the event that any of the recognized holidays for the Fire Battalion Chief who is assigned to training falls on a Sunday, the following Monday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days fall on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. (Department heads may make changes in the above schedule in accordance with the needs of their departments.) The afternoons of Christmas Eve and New Year's Eve, commencing at 12 noon, shall be considered holidays for pay purposes. In the event Christmas Eve and New Year's Eve fall on a Sunday or a Monday, the preceding Friday afternoons shall be considered holidays for pay purposes. Some adjustments may be made if necessitated by an alternative work schedule.

- I In addition to the recognized municipal holidays, the Fire Battalion Chief assigned to training shall receive annually two floating holidays, subject to the same requirements for scheduling vacation. For a Battalion Chief newly assigned to training, the floating holidays are pro-rated quarterly based on date-of-assignment. Floating holidays must be taken during the fiscal year they are received and may not be carried over and accumulated.

Employees are allowed an additional holiday on their birthday or another day at the convenience of the City.

3.2 Eligibility

An employee on leave of absence without pay shall not receive any compensation for holidays occurring during such leave.

An employee returning to a pay status from a non-pay status shall be eligible for holiday compensation only if the employee was in a pay status on the workday preceding the holiday.

3.3 Compensation for Municipal Holidays

Fire Battalion Chiefs, who are shift personnel, shall receive compensation equal to one-half of shift salary (i.e., twelve hours at 24-hour rate) for paid holidays.

CHAPTER 4

SICK LEAVE, WORKERS' COMPENSATION, FAMILY SICK LEAVE, AND OTHER LEAVES

4.1 Accrual of Sick Leave

For each completed month of service, employees in shift positions shall accrue sick leave credit of twenty-four hours per month. Sick leave for employees with twenty or more years of service shall accrue sick leave credit of thirty-six hours per

month. Sick leave accrual while an employee is assigned to a (40) hour workweek is at the rate of eight hours and 45 minutes per calendar month worked, providing the employee has worked or been authorized leave with pay for at least ten working days in the month. Employees with 20 or more years of service shall accrue 11 hours and 25 minutes per calendar month worked, provided the employee has worked or been authorized leave with pay for at least ten working days in the month.

4.2 Sick Leave - Maximum Accrual

The maximum accumulation of sick leave is unlimited.

4.3 Activity During Sick Leave

No employee who is absent from work on sick leave shall engage in any work or other activity that would interfere with the employee's ability to return to work to perform regular duties.

4.4 Sick Leave Retirement Benefit

Upon retirement from City service, an employee shall be entitled to compensation for one-fourth of the accumulated sick leave on the books at the time of such retirement, with a maximum payment equivalent to 200 hours pay for the 40 hour per week employees and 10 shifts for the 56 hour per week employees, at the employee's option. Actual sick leave remaining on the books will be reported to PERS in accordance with PERS regulations governing the sick leave credit contract option. In no case will unearned sick leave be reported for the purpose of increasing the member's retirement as prohibited by PERS.

The date of disability retirement for employees may be established or determined to be effective prior to the expiration of sick leave benefits.

In reporting the number of days of accumulated sick leave to PERS, the City shall obtain clarification from and comply with PERS regulations.

4.5 On-the-Job Injury

Regular full-time sworn employees are eligible for benefits (salary continuance) for time off work due to on-the-job injuries as specified in Labor Code Section 4850.

4.6 Accrued Sick Leave As Life Insurance

The value of the employee's accrued sick leave shall be paid (based upon the current hourly rate) to the surviving spouse or designated beneficiary, upon the death of a represented employee.

4.7 Family Sick Leave

Under Labor Code Section 233, employees may utilize accrued sick leave to care for an ill or injured child, spouse or parent. The City has extended this provision to include domestic partners and their dependent children. There is no requirement that the illness or injury reach the level of seriousness provided for under the

Family and Medical Leave Acts. However, if the illness or injury qualifies under the Family and Medical Leave Act, it also satisfies the “family sick leave” criteria. The maximum “family sick leave” allowed each calendar year that is subject to this provision is one half (1/2) of the employee’s annual accrual of sick leave. Additional family sick leave may be taken subject to departmental regulations and approval of the Fire Chief and City Manager.

4.8 Bereavement Leave

Employees are entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed two shifts (or three consecutive days for 40-hour employees) when death is anticipated.

Bereavement leave after death shall not exceed that period of time between death and the day of the funeral, providing the funeral is held within five days following death. Bereavement leave is not chargeable to sick leave. Additional time may be granted and charged as sick leave when, in the opinion of the department head, unusual circumstances identify the need for additional time off.

Immediate family is defined as spouse, domestic partner, child, parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, spouse's grandparent, grandchild, son-in-law, daughter-in-law, or any other relative of the employee or employee's spouse residing in the same household, or who has resided with the employee in the same household for three or more years. In cases where death has occurred involving someone other than the immediate family, the department head shall make the decision as to qualification for bereavement leave.

4.9 Administrative Leave

Management employees shall receive administrative leave in recognition of extraordinary working hours and conditions. The City Manager will annually approve the number of leave days by individual employee based on the amount of overtime performed and the quality of work produced. The annual amount of time assigned shall not exceed 75 hours. Unused administrative leave cannot be carried over from year to year or cashed out at year-end *or upon separation*.

4.10 Family and Medical Leave

Pursuant to State and Federal law, the City will provide family and medical care leave for eligible employees. The City Family Care and Medical Leave policy sets forth employees’ rights and obligations with respect to such leave. Rights and obligations which may not be specifically set forth in the City's policy are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California State Pregnancy Disability Act and the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided by the City's policy or this

Memorandum of Understanding, "Leave" under this article shall mean leave pursuant to the FMLA.

CHAPTER 5

VACATION

5.1 Eligibility

Employees shall be eligible to take a paid vacation at the end of the first year of continuous service, and annually thereafter, unless otherwise provided by the City Manager.

5.2 Scheduling

The scheduling of annual vacation leave and the amount to be taken at any one time shall be determined by the department *head* in accordance with departmental regulations and with regard for the needs of the City and the preference of the employee.

5.3 Vacation at Termination

Management employees leaving the municipal service with accrued vacation leave shall be paid the amount of accrued vacation to the date of termination. Payment for accrued vacation shall be at the employee's current rate of pay.

5.4 Effect of Extended Military Leave

A management employee who interrupts his/her City service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

5.5 Sick Leave During Vacation

Vacation leave may be converted to sick leave subject to the review and approval of the department *head* and the City Manager if an employee is injured or sick during the vacation for a period in excess of 24 hours.

5.6 Vacation Carryover and Cash-Out

No employee shall be able to carry over more than fifteen days of vacation to the following calendar year unless authorized by the employee's department manager and the City Manager. 40 hour per workweek employees may annually cash-out up to 10 days (80 hours) of vacation (5 shifts for 56 hour per week employees) provided that they have taken a minimum of 10 vacation days (80 hours) (5 shifts for 56 hour per week employees) in the previous 12-month period. Employees seeking to cash out vacation shall provide a request to the City Manager no later than November 1 and the cash-out payments shall be paid on the first payroll date in December in the same check as uniform allowance payments.

5.7 Accrual

Unless otherwise provided by the City Manager, vacation leave will be accrued from the first day of employment when a management employee is in a pay status and will be credited on a monthly basis. Municipal holidays shall not be counted during vacation. The vacation accrual schedule for shift Fire Battalion Chiefs is as follows:

<u>Service Yrs</u>	<u>Annual Shifts/Hours</u>
Accrue during 1 through 5 yrs	6 shifts/144 hours
6 through 15 yrs	9 shifts/216 hours
16 through 25 yrs	12 shifts/288 hours
26 through 30 yrs	13 shifts/312 hours

The vacation schedule for the training Fire Battalion Chief is on the next page.

Vacation Benefit

<u>Service</u>	<u>Hrs. Earned/Year (40-hour week)</u>
Accrue during 1st year	88
2	96
3	96
4	104
5	112
6	120
7	120
8	128
9	128
10	136
11	136
12	144
13	144
14	152
15	152
16	160
17	160
18	168
19	168
20	176
21	184
22	192
23	200
24	208
25	216
26	224
27	232
28	240
29	248
30	256
31	264
32	272
33	280
34	288

CHAPTER 6

WORK SCHEDULE/OVERTIME

6.1 Workweek

The workweek for Fire management employees is as required by the City.

The work schedule for Fire Battalion Chiefs assigned to emergency response operations shall consist of twenty-four hour duty shifts, not to exceed two hundred sixteen hours in a twenty-seven-day period scheduled on an on-duty-off-duty basis, known as a “three and a four” (based on an average fifty-six-hour work week).

Fire Battalion Chiefs who are not assigned to emergency response operations shall work a standard 40 hours per workweek.

6.2 Overtime Calculation for Shift Battalion Chiefs

The 24-hour shift rate is calculated by multiplying the base salary by twelve months and dividing by the yearly 56-hour rate of 2,912 hours (56 hours by 52 weeks). Overtime under the 24-hour shift rate shall be paid for all overtime assignments on emergency response operations greater than eight consecutive hours and for all non-on-call overtime.

CHAPTER 7

EDUCATION BENEFITS

7.1 Tuition Refund Plan

Management employees are eligible for educational cost reimbursement up to a maximum of \$1,000 per year for work-related studies at a recognized college, university or professional school. Course content should relate to one of the following:

1. Knowledge or skills needed by an employee in his/her present job;
2. Preparation for promotional opportunities or advancement in the same or different field within the City organization.
3. The requirements of a program leading to a degree, at an approved institution, which enhances the employee's job knowledge or on-the-job skills.

Procedures for obtaining reimbursement and limitations regarding reimbursement may be found in the City of El Cerrito administrative procedure on educational expense reimbursement.

CHAPTER 8

MISCELLANEOUS POLICIES FOR FIRE BATTALION CHIEFS

8.1 Continuing Education

It is the policy of the City that management employees take part in some educational or training course each year, and the City Council will attempt to provide funds in each budget for such purpose.

8.2 Membership

It is the policy of the City to provide paid membership in approved professional associations for management employees. This policy shall include publications associated with membership and other educational materials as may be approved.

8.3 Conferences

It is the policy of the City that each management employee attend (as a member) a professional conference of his or her peers each year at City expense; however, travel outside the state of California may be discouraged due to budgetary restraints.

8.4 Benefit Relationship to Rank and File

If new or deleted material benefits and/or cost sharing mechanisms are agreed to with the Firefighters' Association, they would apply to the Fire Battalion Chief.