MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF EL CERRITO

AND

THE EL CERRITO
PUBLIC SAFETY MANAGEMENT ASSOCIATION

POLICE CHIEF

October 18, 2016 to June 30, 2023
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
PUBLIC SAFETY MANAGEMENT ASSOCIATION – POLICE 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 – Police Chief, which hereinafter shall be referred to as “Police Chief.” The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employee represented by the Police Chief 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 employee.

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 and shall be in full force and effect at such date as herein prescribed, upon ratification by both the City Council and affected member of the Public Safety Management Association – Police Chief. It is expressly understood and agreed to by the parties that this Memorandum of Understanding will automatically terminate and be of no further legal force or effect if Paul Keith ceases to be the Police Chief for the City of El Cerrito.

City of El Cerrito

Karen Pinkos
City Manager
Date: 7/1/20

Glenn Berkheimer
Negotiator
Date: 7/1/2020

Public Safety Management Association - Police Chief

Paul Keith
Police Chief
Date: 6/30/2020

Stephen Bonini
Association Representative
Date: 6/30/2020
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
PUBLIC SAFETY MANAGEMENT ASSOCIATION – POLICE 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 – Police Chief, hereinafter referred as the “Police Chief.” This Agreement establishes the salaries, benefits, and conditions of employment for the City’s public safety management employee – Police Chief as follows:

CHAPTER 1
MANAGEMENT EMPLOYEE

1.1 The Police Chief is an at-will employee who serves at the discretion of the City Manager. Pursuant to Section 3.10.020 of the El Cerrito Municipal Code, the Police Chief is not entitled to any of the rights or protections of the City’s civil service system. In the event that the Police Chief is removed from his position as Police Chief, he may, at his discretion, return to his prior position as Police Captain in the El Cerrito Police Department, as permitted under El Cerrito Municipal Code § 3.10.090 and any related rules or regulations. Should the Police Chief return to his prior position as Police Captain, he shall be credited with all service time with the City of El Cerrito and not suffer a loss of seniority and enjoy all benefits and compensation of a Police Captain. Reversionary rights will not apply in the case of termination based upon an independent finding of misconduct, made by the Civil Service Commission or a mutually agreed hearing officer.

The Police Chief shall be entitled to those rights contained in the Public Safety Officers Procedural Bill of Rights Act, and specifically to those rights contained in Government Code Section 3304(c). However, such rights shall not be deemed to create a property interest in the job of Police Chief or to make the job of Police Chief other than an at-will position with the City.

1.2 Management employee is, for purposes of this section, the individual actively involved in the following classification: Police Chief.

CHAPTER 2
SALARIES AND BENEFITS

2.1 Salary
A. Consistent with El Cerrito City Council Resolution 2014-22 for Management and Confidential Employees, a salary range of 25% above and below the control point of $15,511 shall be created within which the City Manager may approve salary adjustments of up to 10% per calendar year.
B. Effective the first full pay period after adoption by the City Council, the Police Chief shall receive a monthly salary of $15,344.

C. Effective the first full pay period in July 2017, the City will increase the salary for the Police Chief by the April to April San Francisco Area Consumer Price Index (CPI). This salary increase will be no less than 2.0% and no more than 4.0%.

D. Effective July 2018, the City shall survey similar cities as those surveyed by the El Cerrito Police Employees Association and establish a new control point for the Police Chief classification.

E. Effective the first full pay period in July 2019, the City will increase the salary for the Police Chief by the April to April San Francisco Area Consumer Price Index (CPI). This salary increase will be no less than 2.0% and no more than 4.0%.

F. Effective the first full pay period in July 2020, there shall be no salary increase for the Police Chief.

G. Effective the first full pay period in July 2021, the City shall increase the salary for the Police Chief by 2.0%.

H. Effective the first full pay period in July 2022, the City will increase the salary for the Police Chief by the April to April San Francisco Area Consumer Price Index (CPI). This salary increase will be no less than 2.0% and no more than 4.0%.

2.2 Longevity
The City shall make longevity bonus payments to the Police Chief employed with the City as of the day of the payment as follows:

A. For employee with 10 years of service with the City but less than 20 years, the annual longevity bonus payment shall be six percent (6%) of the annual base rate of pay.

B. For employee with 20 or more years of service with the City, the annual longevity bonus payment shall be nine percent (9%) of the annual base rate of pay.

Longevity bonus payments shall be paid by separate check on the first payroll date in December.

2.3 Uniform Allowance
The uniform allowance for the Police Chief is $1,000 per year. Uniform allowance shall be paid on the first payroll date in December, covering the calendar year beginning the prior January. Such payment shall be by check separate from the normal payroll check. If the Police Chief leaves City employment during the calendar year, the uniform allowance shall be prorated and paid only for months worked in that calendar year.
2.4 **Auto Allowance**
The City will supply an automobile to the Police Chief who, in the opinion of the City Manager, requires a City vehicle as an integral part of their work. Alternately, the City will provide a cash allowance of up to $350 per month in lieu of use of a City automobile.

2.5 **Pension Plan Benefits and Reimbursement**
The City’s contract with the California Public Employees Retirement System (CalPERS) provides the Police Chief with the 3% at Age 50 CalPERS plan. This plan includes the CalPERS single highest year option, service credit for unused sick leave, Pre-Retirement Optional Settlement 2 Death Benefit, 1959 Survivor Benefit Fourth Level, and Retired Death Benefit.

The 3% at age 50 CalPERS Plan has a 9.0% employee contribution. The Police Chief shall make an additional 3.0% contribution to CalPERS for a total employee contribution of 12.0%.

2.6 **Flexible Benefits Plan**
The City has a Flexible Benefits Plan which is consistent with Section 125 of the Internal Revenue Code. The plan is known as “Citiflex.” For the duration of this agreement, the plan provides the following:

A. With the exception of those employees who choose the “no medical plan” option, the City will contribute an amount equivalent to the 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 Kaiser single premium in the employee’s flexible spending account. If an employee and a dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the Kaiser two-party premium in the employee’s 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 Kaiser family premium in employee’s flexible spending account.

B. Employee may select one of the following medical plans within their individual Flexible Benefits Plan:

- Kaiser HMO
- Alternative HMO

C. In the event that the employee selects a medical plan which exceeds the City’s premium contribution, the employee is responsible to pay the difference through payroll deduction.

D. 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 elect to receive “cash in-lieu” of medical coverage
after they provide proof of such medical coverage to the Human Resources Department. a “no medical plan” option. (Proof of alternate coverage is required.) In this event, the City shall contribute the Seven Hundred and Ninety-three dollars and Eighteen Cents ($793.18) per month, equivalent to the lowest medical plan (Kaiser) single premium to their Flexible Benefit Plan and the employee may receive this amount in cash, in which case the amount is treated as taxable income, or the employee may reallocate it toward the purchase of other benefits in the Plan, or a combination of both. The “cash in-lieu benefit amount shall be $350 per month for: a) Employees hired after December 31, 2020; or b) existing employees who discontinue the City’s medical coverage and opt for “cash in lieu” of medical coverage at a later date as long as they meet the requirements as described above.

E. The employee may contribute salary up to the IRS limits on a pretax basis in order to purchase the following benefits:

- Medical Premiums, Co-Payments, and Deductibles
- Dental Premiums, Co-Payments, and Deductibles
- Un-reimbursed Medical & Dental Expenses
- Dependent Care

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.

F. The health benefit programs recognize the participation of domestic partners of eligible employees. Please refer to the City’s Citiflex document for details.

G. 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 City or the Public Safety Management Association- Police Chief agrees to re-open negotiations for the sole purpose of implementing alternative medical coverage.

2.7 Dental Plan
The City will pay the full cost of employee plus dependent coverage under the Delta Dental Plan.

2.8 Retirement Health Plan
Retirees, survivors of retirees and survivors of deceased employees, unless prohibited by the carrier, will be permitted to maintain the current level of health plan benefits available to employees. Retirees, survivors of retirees and survivors of deceased employees may maintain such health plans at their discretion and with no cost to the City.

2.9 Life Insurance
The City will provide a $100,000 term life insurance policy for the Police Chief.

2.10 Long-term Disability Insurance
The City shall provide the Police Chief with long-term disability insurance with coverage of two-thirds salary up to the maximum set by the Municipal Pooling Authority and a sixty-day elimination period. Like regular wages, this benefit is taxable.

2.11 Benefit Status
A. The salary and benefits contained within this Memorandum of Understanding are granted only to the Police Chief if he is 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 the Police Chief 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 following holidays are recognized as municipal holidays for pay purposes:

- New Year's Day
- Dr. M.L. King Jr. Birthday (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- ½ Day New Year's Eve

In the event that any of the aforementioned days 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. The afternoon of New Year's Eve, commencing at 12 noon, shall be considered a holiday for pay purposes. In the event New Year’s Eve fall on a Sunday or a Monday, the preceding Friday afternoon shall be considered a holiday for pay purposes. The City Manager may make changes in the above schedule in accordance with the needs of the City.

3.2 Birthday and Floating Holidays
In addition to the recognized municipal holidays, the Police Chief shall receive annually three (3) floating holidays, subject to the same requirements for scheduling vacation. Floating holidays must be taken during the fiscal year they are received and may not be carried over and accumulated.

The Police Chief is allowed an additional holiday on his birthday or another day at the convenience of the City.

3.3 Compensation for Municipal Holidays
A. If the Police Chief is on leave-of-absence without pay, he shall not receive any compensation for holidays occurring during such leave.

B. The Police Chief must be in a pay status on the workday preceding a holiday to be eligible to be compensated for the holiday.

CHAPTER 4
SICK LEAVE, WORKERS’ COMPENSATION, FAMILY SICK LEAVE, AND OTHER LEAVES

4.1 Accrual of Sick Leave – Rate
Sick leave shall accrue at the rate of eleven (11) hours and twenty-five (25) minutes per calendar month worked, providing the Police Chief has worked or been on 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, the Police Chief 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. The sick leave payout may be converted to the Retirement Health Savings Account to pay for qualified health premiums. 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 the employee may be established or determined to be effective prior to the expiration of sick leave benefits.

4.5 On-the-Job Injury
The Police Chief is 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
Upon the death of the represented employee, the value of the Police Chief’s accrued sick leave, calculated at the Chief’s hourly rate, shall be paid to the employee's estate or designated beneficiary.

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 City Manager.

4.8 Bereavement Leave
The Police Chief is entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed five (5) consecutive days 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. Additional time may be granted and charged as sick leave when, in the opinion of the City Manager, 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 City Manager shall make the decision as to qualification for bereavement leave.

4.9 Administrative Leave
The Police Chief shall receive administrative leave in recognition of extraordinary working hours and conditions. The City Manager will annually approve the number of leave hours by the individual employee based on the amount of overtime performed and the quality of work produced. The annual amount of time assigned shall not exceed eighty (80) 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
The Police Chief shall be eligible to take accrued vacation.

5.2 Scheduling
The scheduling of annual vacation leave and the amount to be taken at any one time shall be determined by the Police Chief, subject to City Manager approval, 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
The Police Chief, who leaves 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 Police Chief’s current rate of pay.

5.4 Effect of Extended Military Leave
A Police Chief 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 City Manager, if the Police Chief is injured or sick during the vacation for a period in excess of 24 hours.

5.6 Vacation Cap
The vacation cap shall be two (2) times the employee’s annual vacation accrual rate. Thereafter, at any time an employee reaches the maximum accrual, the employee will cease accruing vacation hours until such time as the balance falls below the cap. No employee will be allowed to accrue vacation hours above the cap, unless an employee has a work related injury and is on leave pursuant to Labor Code Section 4850.

5.7 Vacation Cash-Out
Employees may annually cash-out up to 16 days (128 hours) of vacation provided that they have taken a minimum of 16 vacation days (or administrative leave for management employees) in the previous fiscal year and maintain a vacation balance of 40.0 hours at the time of vacation cash out. Employees may elect to cash-out a maximum of two (2) times annually and each cash-out request must be a minimum of 8 days (64 hours). All requests must be in writing to the Human Resources Manager for initial review with final approval by the City Manager.
5.8 **Accrual**

Unless otherwise provided by the City Manager, vacation leave will be accrued from the first day of employment when a Police Chief is in a pay status and will be credited on a monthly basis. Municipal holidays shall not be counted during vacation. The schedule is listed below.

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<th>Service</th>
<th>Hrs. Earned/Year (40-hour week)</th>
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CHAPTER 6
WORK SCHEDULE

6.1 Workweek
The workweek for the Police Chief is as required by the City. The normal workday is from 8:00 a.m. to 5:00 p.m.

CHAPTER 7
EDUCATION BENEFITS

7.1 Tuition Refund Plan
The Police Chief is 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 the 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.

7.2 Education Incentive Program
The Police Chief shall receive a differential of five percent (5%) of base pay, in recognition of his possession of a Master's Degree from an accredited university.

Effective beginning the first full pay period in July 2021, the Police Chief shall receive a one half percent (.5%) increase to the education incentive for a total differential of five and one half percent (5.5%) of base pay, in recognition of his possession of a Master's Degree from an accredited university.

CHAPTER 8
MISCELLANEOUS POLICIES FOR THE POLICE CHIEF

8.1 Continuing Education
It is the policy of the City that each management employee, including the Police Chief, 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, including the Police Chief. 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, including the Police Chief, 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 in the event of budgetary constraints.

8.4 Benefit Relationship to Rank and File
If new or deleted material benefits and/or cost sharing mechanisms are agreed to with the Police Employees’ Association or the Public Safety Management Association, they would apply to the Police Chief.

CHAPTER 9
TERM

9.1 Term
This Memorandum of Understanding shall be in full force and effect at such date as adopted by the City Council until June 30, 2023.