

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
THE EL CERRITO PUBLIC SAFETY MANAGEMENT ASSOCIATION
POLICE MANAGEMENT UNIT**

JANUARY 1, 2020 THROUGH JUNE 30, 2022

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
PUBLIC SAFETY MANAGEMENT ASSOCIATION - POLICE MANAGEMENT UNIT**

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 Management Unit, which hereinafter shall be referred to as "Association - PC." 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 - PC 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 January 1, 2020 through June 30, 2022 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 - Police Management Unit.

City of El Cerrito



Karen Pinkos
City Manager

Date: 7/30/2020

**Public Safety Management
Association – Police Management
Unit**



Lt. Stephen Bonini
Association Representative

Date: 7/29/20



Glenn Berkheimer
Negotiator

Date: 7/30/20

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
PUBLIC SAFETY MANAGEMENT ASSOCIATION - POLICE MANAGEMENT UNIT**

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 Management Unit, hereinafter referred as the "Association - PC." This Agreement establishes the salaries, benefits, and conditions of employment for the City's public safety management employees - Police Management Unit as follows:

CHAPTER 1

MANAGEMENT EMPLOYEES

1.1 Management employees are, for purposes of this section, those actively involved in the following classifications: Police Captain and Police Lieutenant.

CHAPTER 2

SALARIES AND BENEFITS

2.1 Salary

- Effective January 2020 all members of the bargaining shall not receive a salary increase.
 - Effective January 2021 all members of the bargaining shall not receive a salary increase.
 - Effective the first full pay period in July 2021, all Police Captains and Police Lieutenants shall receive a 3.0% salary increase.
- B. 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.
- C. In order to preserve appropriate internal salary relationships and minimum salary compaction, the City Manager may from time to time adjust the salary range in order to reach a minimum of 15% base rate of pay separation between the control point for the Police Lieutenants and the top step Detective Sergeant.

2.2 Longevity Bonus

Each December 1, the City shall make longevity bonus payments to those employed with the City as of the day of the payment as follows:

- A. For employees with 5 years of service with the City but less than 10 years, the annual longevity bonus payment shall be three percent (3%) of their annual base rate of pay.
- B. For employees with 10 years of service with the City but less than 20 years, the annual longevity bonus payment shall be six percent (6%) of their annual base rate of pay.
- C. For employees with 20 or more years of service with the City, the annual longevity bonus payment shall be nine percent (9%) of their 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 Police Management Unit 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. Any employee, who leaves City employment during the calendar year, shall be paid by the City for pro-rated uniform allowance only for months worked in that calendar year.

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 \$325 per month in lieu of use of a City automobile.

2.5 Pension Plan Benefits and Reimbursement

A. PERS PICKUP

- Effective the first full pay after adoption by the City Council all Police Captains and Police Lieutenants shall contribute a total of 9.0% to the Public Employees Retirement System.
- Effective the first full pay period in July 2015, all Police Captains and Police Lieutenants shall contribute an additional 1.5% to the Public Employees Retirement System for a total of 10.5%.

- Effective the first full pay period in July 2016, all Police Captains and Police Lieutenants shall contribute an additional 1.5% to the Public Employees Retirement System for a total 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 the employee who chooses 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 employee's flexible spending account. If the employee and a dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the Kaiser two-party premium in employee's flexible spending account. If the 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. The employee may select one of the following medical plans within their individual Flexible Benefits Plan:
 - HMO Kaiser (S)
 - Alternative HMO
 - PPO
- 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 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 the eligible employee. 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 Association agrees to reopen 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 plan benefits at their discretion and with no cost to the City.

2.9 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).

2.10 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.

2.11 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 following holidays are recognized as municipal holidays for pay purposes:

New Year's Day	Labor Day
Dr. M.L. King Jr. Birthday (3 rd Monday in January)	Veteran's Day
President's Day (3 rd Monday in February)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
	Christmas Day
	½ Day New Years 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. (Department managers may make changes in the above schedule in accordance with the needs of their departments.) 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.

3.2 Birthday and Floating Holidays

In addition to the recognized municipal holidays, employees shall receive annually three floating holidays, subject to the same requirements for scheduling vacation under Section 5.2 of this agreement. For new employees, the floating holidays are pro-rated quarterly based on date-of-hire. 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.

3.3 Compensation for Municipal Holidays

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

B. Regular employees 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

Employees shall accrue sick leave at the rate of 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, 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.

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

Upon the death of a represented employee, the value of the employee's accrued sick leave, calculated at the employee's hourly rate, shall be paid to the employee's estate or designated beneficiary. Payment under this section is limited to 2,080 hours.

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 Chief of Police 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 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 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 hours 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 eight (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

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 Cap and Implementation

A. Vacation Cap Effective January 1, 2015

Effective January 1, 2015, 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. After January 1, 2015,

no employee will be allowed to accrue vacation hours above the cap, unless an employee has a worked related injury and is on 4850.

5.7 Vacation Cash-Out

Effective August 1, 2014, 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 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). Employees must reduce their separate vacation bank first when cashing out vacation. All requests must be in writing to the Human Resources Manager for initial review with final approval by the City Manager.

If an employee wants to request an irrevocable vacation cash-out, they must provide written notice to the Human Resources Manager, or designee, no later than December 15th of the calendar year before the calendar year in which the employee wishes to cash-out vacation leave. The amount requested cannot exceed the amount stated above. An employee can cash-out during the months of May and December. The notice shall indicate how many vacation leave hours the employee wishes to cash-out the following year.

5.8 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 schedule is on the next page.

Vacation Benefit

<u>Service</u>	<u>Hrs. Earned/Year (40-hour week)</u>
Accrue during 1 st 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

6.1 Workweek

The workweek for management employees 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

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. The City will reimburse employees up to a limit of \$3,500 per year while pursuing a master's degree. These reimbursement limits are not compounding. Course content should relate to one of the following:

- A. Knowledge or skills needed by an employee in his/her present job;
- B. Preparation for promotional opportunities or advancement in the same or different field within the City organization.
- C. 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

- A. Effective January 2018, employees who are eligible or become eligible for the education incentive program shall receive one of the following:
 - An employee who has a BA/BS degree from an accredited college or university shall receive a differential of four percent (4.0%) of base pay.
 - An employee who as a MS/MA degree from an accredited college or university shall receive a differential of five percent (5.0%) of base pay.
- B. Effective the first full pay period in May 2020, employees who are eligible or become eligible for the education incentive program shall receive one of the

following:

- An employee who has a BA/BS degree from an accredited college or university shall receive a differential of four- and one-half percent (4.5%) of base pay.
- An employee who as a MS/MA degree from an accredited college or university shall receive a differential of five- and one-half percent (5.5%) of base pay.

The incentives are not compounding. An employee can only receive one of the incentives listed above.

CHAPTER 8

MISCELLANEOUS POLICIES FOR POLICE MANAGEMENT UNIT

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 Police Employees' Association, they would apply to Police Management.