

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF ELCERRITO**

**AND**

**UNITED PROFESSIONAL  
FIREFIGHTERS LOCAL 1230**



**July 1, 2019 – June 30, 2021**

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 THE CITY OF ELCERRITO  
 AND  
 UNITED PROFESSIONAL FIREFIGHTERS LOCAL 1230**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF ELCERRITO  
AND  
UNITED PROFESSIONAL FIREFIGHTERS LOCAL 1230**

**ARTICLE I  
Preamble**

This Agreement is entered into by and between the City of El Cerrito, hereinafter referred to as the "City," and the United Professional Firefighters Local 1230, hereinafter referred to as Local 1230.

**ARTICLE II  
Nondiscrimination and Affirmative Action**

This agreement applies equally to all members of the bargaining unit regardless of race, sex, age, creed or political or religious affiliation.

Local 1230 and the City will not discriminate in employment relations against any employee because of sex, race, age, national origin, marital status, religion, disability or political affiliation unless based upon a bona fide occupational qualification. Local 1230 will support the City in achieving the goals of the City Council policy on "Equal Employment Opportunity and Affirmative Action" and of the City's Affirmative Action Plan. Local 1230 and the City equally share the responsibility for upholding this provision of the agreement.

**ARTICLE III  
Term and Scope of Agreement**

3.1 Duration of this Memorandum

This agreement shall be in full force and effect commencing July 1, 2019, through June 30, 2021. Terms and conditions of this Agreement shall remain in full force until adoption of a successor Agreement.

Nothing herein shall prevent the parties to this Agreement from meeting and conferring and making modifications hereto by mutual consent.

3.2 Procedure for Meet and Confer

A. New Agreement

Upon request of either party, both parties shall meet to begin negotiations for a new agreement prior to the expiration of the existing memorandum.

Local 1230 negotiating committee may be limited to six members.  
Representation from the unit may be limited to three employees with

appropriate arrangements made to relieve one of three from duty status for purposes of meeting and conferring. Any additional members shall be approved by the Human Resources Manager of the City.

Both the City and Local 1230 shall notify each other in writing as to the members of their respective negotiating teams. The first order of business between the parties shall be to develop ground rules to govern the conduct of negotiations.

B. Existing Agreement

Nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent. Should either party wish to discuss policies, procedures or their concerns pertaining to employment conditions and employer-employee relations, it shall notify the other in writing stating: A request to meet and confer; the issue in question, accompanied by a supporting written statement; and a recommended date of meeting.

**ARTICLE IV**  
**Local 1230**

4.1 Recognition of Local 1230

Pursuant to and in accordance with all applicable provisions of the California Government Code, Sections 3500 through 3510, as amended, the City hereby recognizes Local 1230 as the exclusive representative for the purpose of meet and confer in respect to rates of compensation, hours and other terms and conditions of employment for all Fire personnel, excluding chief officers, and agrees to meet and confer with Local 1230 in all matters relating to wages, hours and other terms and conditions of employment.

4.2 Local 1230 Membership

Membership shall include the following classifications: Fire Captain, Fire Engineer, and Firefighter.

4.3 Designated Association Representatives

Local 1230 shall designate representatives to meet with the City. Local unit representatives also shall be designated and shall be available for each duty shift.

4.4 Use of City Facilities

Local 1230 may be granted, at times acceptable to the Fire Chief, the use of City facilities during work hours for meetings of City employees, provided space is available.

#### 4.5 Use of Bulletin Boards

Local 1230 may use portions of City bulletin boards under the following conditions:

- A. All material must be dated and must identify the organization that published it.
- B. Posting will be done by Local 1230. Material shall be removed after the material is no longer relevant to the time or date of issue. Material shall be removed by Local 1230 personnel whenever practical.
- C. The City reserves the right to determine where bulletin boards shall be placed and what portions are to be allocated to Local 1230 material.
- D. Material which the Fire Chief considers objectionable shall be brought to the attention of the local representative. Material which is offensive, unprofessional, disrespectful or inappropriate to the mission of the Department or the values of the City will be removed from the bulletin board immediately. This requirement shall not infringe in any way upon Local 1230's rights to organize or to conduct legitimate Local 1230 business.

Material posted which does not meet the above conditions shall be removed from the bulletin boards.

#### 4.6 Payroll Deduction of Dues

The City agrees to allow Local 1230 dues deduction once each month. Dues and assessments, in an amount certified to be current by Local 1230, will be deducted from the pay of those employees who Local 1230 has identified in writing that such deductions shall made and those deductions shall be remitted each month to the treasurer of Local 1230. This authorization shall remain in full force and effect during the term of this Agreement.

#### 4.7 Labor Relations Training

The City and Local 1230 recognize the mutual benefit that can be received from the provision of periodic and appropriate labor relations training. With the prior approval of the City, Local 1230 members and management personnel shall be encouraged to attend seminars, classes and other related training in the field of labor relations.

Implementation of these training objectives shall be guided by the goals of the training program adopted by the City and Fire Department. Elements of this program shall include:

- (1) The City intends to cover the costs of course presentations;
- (2) Local 1230 shall provide labor replacement for its members who would be attending on regularly scheduled on-duty times;

- (3) While there may be many training providers and locations available, the City shall reserve the right to approve all courses and training scheduled; and
- (4) Priority shall be given to courses and training which shall provide mutual benefit to labor and management personnel.

**ARTICLE V**  
**Management**

Subject to the provisions set forth below, the City retains the right, as provided by state and federal law, to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Nothing within this article is intended to, nor shall in any way, supersede or infringe upon the rights of the recognized employee organization or its members, as contained in adopted local ordinances, resolutions, rules and regulations and/or applicable state and federal law, including, but not limited to, California State Government Code Sections 3500 through 3510 inclusive.

**ARTICLE VI**  
**Local 1230/Management Advisory Team (AMAT)**

6.1 Formation

The parties have formed a Local 1230-Management Advisory Team (AMAT) to meet to review and develop policies and procedures concerning Fire Department, matters which may be referred to the AMAT by the City, the Department or Local 1230.

6.2 Composition and Meeting Schedule

The work of the AMAT is to be carried out on a continuing basis. The AMAT shall:

- A. Be composed of six members. Local 1230 shall appoint three members and the City shall appoint three members.
- B. Regular meetings will be held at least quarterly to discuss and review policies and procedures concerning departmental matters.
- C. Special meetings may be called as necessary.

6.3 Utilization

AMAT is not a decision-making body and its recommendations are not binding, nor does AMAT replace other existing processes such as the grievance procedure or collective bargaining.

- A. The AMAT may advise management in matters of departmental operations and management.
- B. The AMAT may develop processes to ensure involvement and participation of appropriate departmental personnel.
- C. The AMAT may be utilized to coordinate and refine agreements reached by both the City and Local 1230 during the meet and confer process.
- D. The AMAT may review grievances if specifically requested by the Fire Chief or Local 1230 President.

6.4 Reporting

Only issues that are mutually agreed to shall be reported out of the AMAT.

**ARTICLE VII**  
**Benefits Plan**

7.1 Health Insurance

The City has a Flexible Benefits Plan which is consistent with Section 125 of the Internal Revenue Code.

- A. With the exception of those employees who choose the "no medical plan" option, the City will contribute an amount equivalent to the rate of the lowest cost provider 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 lowest cost provider's single premium. If an employee and a dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the lowest cost provider's two-party premium. If an employee and more than one dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the lowest cost provider's family premium.
- B. Employees may select one of the following medical plans within their individual Flexible Benefits Plan:
  - Kaiser
  - Sutter Health Plus
- 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 elect to receive "cash in-lieu" of medical coverage

after they provide proof of such medical coverage to the Human Resources Department. In this event, the City shall contribute Seven Hundred and Ninety Three dollars and eighteen cents (\$793.18) to the employee's Flexible Benefits 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

D. Employees may contribute salary 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;
- Un-reimbursed Medical & Dental Expenses;
- Dependent Care (\$5,000 maximum by law); and

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.

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

## 7.2 Dental Plan

The City shall provide a dental plan, including orthodontic coverage, for represented employees and shall contribute the full cost of the premium according to dependent status. Local 1230 agrees that the City may convert carriers or administration of the current dental plan, so long as there is no reduction in benefits, nor cost to the employee.

## 7.3 Retirement Health Plan

A. 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.

### B. Post Employment Health Plan Retiree Medical:

Prior to July 1, 2008 the City will contract with Nationwide Retirement Solutions to establish a Post Employment Health Plan.

Effective July 2008 the City shall contribute \$300.00 per month for each member of the bargaining unit to the member's Post Employment Health Plan account.

7.4 Retirement Plan for Fire Suppression Personnel

Effective June 30, 2001, the retirement plan for fire suppression personnel shall be the 3.0% @ 50 PERS Plan, including:

- Credit for Unused Sick leave at retirement
- Final Compensation - Single highest year
- 1959 Survivor Benefits Level IV

For fire suppression personnel who are hired after December 31, 2013, and who are not "Classic Employees" as defined by Cal PERS, the following retirement benefits shall be provided:

- Retirement formula commonly known as 2.7% @ 57
- Final Compensation – 3 Year Average
- Credit for Unused Sick Leave at Retirement

The employee contribution shall 50% of the normal cost as defined by PERS.

7.5 Life Insurance

The City shall provide a term life insurance policy for represented employees. The principal sum shall be equal to the annual salary rounded to the nearest \$1,000.00.

7.6 Long Term Disability Insurance

The City shall provide a long-term disability insurance policy at no cost to represented employees.

7.7 Benefit Status

A. The salary and benefits provisions 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 nonpay status. Family Leave and Military Leave, however, shall be granted in accordance with the applicable provisions of State and Federal law.

B. In the event an employee is in a nonpay 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 nonpay 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.

7.8 Military Service Credit as Public Service

At no cost to the City, the City shall amend its public safety PERS contract to

allow fire members to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment. The employee must contribute an amount equal to the contributions for current and prior service that the employee and employer would have made with respect to that period of service.

**ARTICLE VIII**  
**Holidays**

8.1 **Designated Holidays**

The number of designated holidays for Fire suppression personnel shall be thirteen (13). The following days 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	Veterans' Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Memorial Day	Christmas Day
July 4th	Employee's birthday
Labor Day	

8.2 **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.

8.3 **Holiday Compensation**

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

**ARTICLE IX**  
**Sick Leave**

9.1 **Accrual**

During the term of this agreement, 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.

New employees shall be credited with their first six months accrual after completion of one fifty-six-hour workweek.

Sick leave accrual while an employee is assigned to a 40 hour workweek is at the rate of eight hours per month. Employees with 20 or more years of service shall accrue twelve hours per month.

9.2 Accumulation

There shall be no limit to the number of hours of sick leave accumulation for represented employees.

9.3 Qualifying Use and Charge

The City provides sick leave for its employees in order to provide for the adequate rest and care for an injured or sick employee so that the employee can return to work fully recovered and perform at high efficiency without risking further debilitation or relapse under normal work conditions due to incomplete recovery. Sick leave may be used for the following or similar purposes: illness, non-job-related disability, emergency dental and medical care, or as otherwise provided in the Memorandum of Understanding. The Fire Chief shall issue departmental orders regarding sick leave usage. Sick leave usage shall be charged to the accrual on an hour-for-hour basis.

9.4 Family and Medical Care Leave

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

Employees covered under this Memorandum of Understanding may take up to one half (1/2) of the annual accrual of accrued sick leave as family sick leave per calendar year, in accordance with Section 9.8.

9.5 40-Hour Workweek Sick Leave Conversion Factors

For employees who change from a 56-hour workweek to a 40-hour workweek, sick leave previously accrued at the 56-hour workweek rate shall be converted to a 40-hour workweek by dividing accrued sick leave by a factor of 3.0.

Sick Leave accrual for an employee who changes from a 40-hour workweek to a 56-hour workweek shall be multiplied by a factor of 3.0.

9.6 Credit Toward Retirement - PERS Plan

Employees covered under the "3% @ Age 50 and 2.7@57 PERS Plans" shall be eligible for sick leave credit toward service retirement, pursuant to Government Code Section 20862.8. In reporting the number of days of accumulated sick leave to PERS, the City shall multiply the number of 24-hour

shifts accumulated by a factor of 2.05 and round to the nearest integer. For example, 122 24-hour shifts shall be converted to 250 days. PERS will multiply 250 by a factor of .004 to credit service by one year.

9.7 Unused Sick Leave Upon Death

The value of 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.

9.8 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 children if residing in the employee’s household. There is no requirement that the illness or injury reach the level of seriousness provided for under the Family and Medical Leave Acts (See Section 9.4 Family and Medical Care Leave). 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.

**ARTICLE X**  
**Vacation**

10.1 Eligibility

Regular employees shall be eligible for a paid vacation at the current pay rate at the end of the first year of continuous employment and annually thereafter.

For purposes of this agreement, regular employees are defined as those holding a full-time, permanent position with the rank of firefighter, fire engineer and fire captain.

10.2 Accrual Rate

Vacation for employees working in the Fire Department, except as otherwise provided in this agreement, accrues as follows:

<u>Fire</u> <u>Service</u>	<u>Dept.</u> <u>Shifts</u>	<u>Hours</u>	<u>Fire</u> <u>Service</u>	<u>Dept.</u> <u>Shifts</u>	<u>Hour</u>
During 1st	6	144	16 years	12	288
2	6	144	17	12	288
3	6	144	18	12	288
4	6	144	19	12	288
5	6	144	20	12	288
6	9	216	21	12	288
7	9	216	22	12	288
8	9	216	23	12	288

9	9	216	24	12	288
10	9	216	25	12	288
11	9	216	26	13	312
12	9	216	27	13	312
13	9	216	28	13	312
14	9	216	29	13	312
15	9	216	30	13	312

10.3 Vacation Picks

Vacation will be picked by seniority on a shift basis in the following manner: First pick - six shifts; second pick - all or part of the balance earned in the current year; third pick any carryover from the prior year and single shift picks.

10.4 Vacation and Shifts

Each vacation pick in a multiple of three consecutive shifts shall begin on the first duty shift of a tour of duty. Single shift picks shall be subject to the approval of the Fire Chief.

10.5 Vacation Carryover

Employees shall take no more than the equivalent of one annual vacation period in any one calendar year, except when vacation has been deferred. Employees shall be able to carryover no more than 12 shifts of vacation to the following year. Deferral of vacation shall be subject to approval by the Fire Chief.

10.6 40-Hour Workweek Vacation Conversion

Accrued vacation shall be converted such that each three days of "shift" vacation shall be equivalent to 40 hours of vacation for employees covered under this section.

**ARTICLE XI**  
**Other Absence**

11.1 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.

11.2 Jury Duty

Time off for jury duty shall be granted to the employee according to the City's "Personnel Rules and Regulations" and Departmental policy.

11.3 Work Substitution

Work substitution agreements between individuals shall be allowed subject to Fire Department policies and procedures.

**ARTICLE XII**  
**Work Schedule**

12.1 Hours of Workweek

The work schedule for all represented regular personnel 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 schedule, known as a "48/96" (based on an average fifty-six-hour work week).

Represented regular personnel who are not assigned to emergency response operations shall work forty hours per work week.

12.2 Work Schedule Regularity

It is intended that the work schedule be regular and predictable, where feasible and consistent with the Fire Department's efficient use of personnel resources, and that it be permanent for two calendar years, except as provided for below.

12.3 Modification

A. Bi-Annual

Every two years, a "Station Bid" process will be implemented in the month of September which will give employees the opportunity to change their current shift and station. During this process a member may select their previous assignment if still available. If an employee's previous assignment is not available, they will have to make another selection. The bidding process shall be in accordance to Department policy.

B. Operational Necessity

In addition to the annual schedule modification, the Fire Chief may modify the work schedule for particular operational needs which may occur from time to time during the year.

C. Adding Stations

Local 1230 and the City will meet and confer regarding the impact of shift and station assignments upon employees which would result from the City's assignment of employees to work at fire stations additional to the three fire stations currently operated by the El Cerrito Fire Department.

12.4 Notification

The City shall notify an employee as far in advance as is practical of a shift change.

12.5 Emergency Situation

Nothing in the above shall preclude the Fire Chief from modifying the work schedule for any represented employees as, in the Fire Chief's sole discretion, is deemed necessary in response to an "emergency situation." Where a shift change is necessitated by an "emergency situation," the City shall notify the employee of the reason for such change and, upon request, shall discuss the matter with Local 1230, provided that such discussion shall not preclude the change from taking effect.

12.6 Request for Leave for Unanticipated Absence

An employee may request leave for an unanticipated absence prior to the commencement of the employee's work shift. A leave request for an unanticipated absence should be made:

- A. Prior to 2100 Hours of the day preceding the start of the employee's scheduled work shift; or
- B. Between 0615 and 0630 Hours immediately before the start of the employee's scheduled work shift.

If necessary due to an emergency, an employee may make a leave request during the hours of 2100 to 0615 Hours. An employee requesting a leave of absence should be sensitive to the operational needs of the on-duty crew, including their need to maximize sleep opportunities during night-time hours.

**ARTICLE XIII**  
**Compensation**

13.1 Base Monthly Salaries

The intention of both parties to the MOU is to achieve a median salary level with respect to surrounding response jurisdictions. Both parties recognize that wage adjustments are based partially on projections and that the actual median may differ from the final salary achieved.

- A. Effective the first full pay period in July 2019, the base monthly salary for the classifications listed below shall be increased as follows:

Fire Captain	1.0%
Fire Engineer	4.0%
Firefighter	1.5%
  
- B. Effective the first full pay period in July 2020, the base monthly salary for all classifications in the bargaining unit shall be increased by 3.0%.
  
- C. For the purposes of establishing median total compensation, the City and Local 1230 agree to survey eleven jurisdictions: the eight comparable cities of Alameda, Albany, El Cerrito, Hayward, Livermore, Pinole, Pleasanton, and Richmond; and three comparable fire districts, including the Contra Costa County Fire Protection District, the Rodeo-Hercules Fire Protection District, and the San Ramon Valley Fire Protection District.
  
- D. For the purposes of the agreement, "median total compensation" for the survey shall include the following items of compensation for the ranks of Firefighter, Fire Engineer and Fire Captain: Base Salary (top step); Employee's Retirement Contribution Paid by Employer; E.M.T. Incentive Pay; Haz-Mat Incentive Pay; Continuing Education Pay; Officer Certification Pay; A.A./B.A. Degree Pay; Acting Incentive Pay; Basic Qualifications Pay; Advanced Skills Pay; Rank Proficiency Pay; Major Emergency Pay; Uniform Allowance. The survey shall also include the maximum City contributions for dental, medical, life insurance, vision care, long term disability, and Medicare.

A salary schedule will be added by addendum when final computations are approved by the City Financial Services Manager.

13.2 Staff Salary Differential

A. Staff Officer

An employee assigned from a 24-hour shift assignment to a 40-hour work week Staff Officer position shall receive Captain Step E salary plus ten percent (10%). An employee serving in a Staff Officer position shall not receive holiday pay.

An employee, who is receiving a paramedic differential, who is assigned to a Staff Officer shall maintain their paramedic differential.

B. Staff Duty Assignment

Subject to the provisions of Section 16.1 of this Agreement, an employee assigned from a 24-hour shift assignment to a 40-hour work week staff duty assignment shall receive Step E salary of the employee's current rank plus ten percent (10%). An employee serving in a staff duty assignment shall not receive holiday pay.

13.3 Pension Reimbursement

A. A represented regular employee's base monthly salary shall be as stated in Section 13.1, with the employee's P.E.R.S. contribution paid by the City.

- Effective July 15, 2014, employees shall make a 9.0% employee contribution towards PERS.
- Effective the first full pay period in July 2015, employees shall make an additional 1.5% contribution towards PERS, for a total of 10.5% contribution towards PERS.
- Effective the first full pay period in July 2016, employees shall make an additional 1.5% contribution towards PERS, for a total of 12.0% contribution towards PERS.

B. An employee's pension contribution shall be tax deferred and made in accordance with IRS Section 414 H(2)

C. The employer-paid employee contribution to PERS shall be reported to PERS as special compensation so that it will be included as compensation for calculation of retirement benefits. Any required additional contribution to PERS on this special compensation shall be the responsibility of the employee.

13.4 Promotion

When a Firefighter is promoted to Engineer or Captain, the employee shall be placed on the lowest step of the promotional salary range that provides a minimum 5% salary increase.

When an Engineer is promoted to Captain, the employee shall be placed on the lowest step of the promotional salary range that provides a minimum 5% salary increase.

13.5 Paramedic Compensation

A Firefighter, Fire Engineer or Fire Captain who is assigned as a department paramedic shall receive a ten (10%) percent salary differential.

**ARTICLE XIV**  
**Overtime**

14.1 Overtime Policy Definition

It is the policy of the City that

(a) overtime work should be kept to a minimum,

(b) overtime assignment is subject to departmental rules and procedures  
and

(c) assignment of overtime for shift vacancies or absences should be done in a manner, when possible, to provide an equal opportunity for all regular employees.

This overtime policy will be administered in a manner consistent with the protection of the lives and property of El Cerrito citizens and the efficient operation of the Fire Department and the City. Overtime must be authorized by the Fire Chief and is subject to such other rules and procedures as the City Manager may prescribe.

Overtime work for all employees, except as otherwise provided, shall be defined as any time worked beyond the normal working day or shift, or beyond the normal working week. If time is lost during the regular workweek for unexcused absence, overtime pay on a daily basis shall not be allowed. Time worked in excess of the basic workweek because of changes in days off or shifts shall not be considered overtime. Except as otherwise provided herein, overtime shall commence at the time an employee reaches the place where the employee is directed to report and shall continue until the employee is released or the work is completed, whichever is the earlier.

14.2 Minimum Call-Out Compensation

Employees who are called out to perform unscheduled work or emergency duty shall be compensated for a minimum of two hours work at the time-and-one-half rate of the eight-hour daily rate.

14.3 Non-On-Call Overtime

Non-on-call overtime, or that overtime which represents a simple extension of the normal workday, is not subject to any minimum period for pay purposes. Compensation will be based on the nearest one-half hour with increments of time less or more than one-half hour to be rounded off.

14.4 Overtime Calculation

Overtime is calculated in two ways:

A. The 24-hour shift rate is calculated by multiplying the base salary identified in Section 13.1 by twelve months and dividing by the yearly 56-hour rate of 2,912 hours (56 hours x 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.

B. The eight-hour rate shall be calculated by multiplying the base salary identified in Section 13.1 by twelve months and dividing by the yearly 40-hour rate of 2,080 hours. Overtime under the 8-hour shift rate shall be

paid for all overtime assignments of less than eight consecutive hours in duration, except non-on-call overtime.

Overtime in excess of twenty-four consecutive hours shall initiate a second cycle of overtime pay, at time-and-one-half the eight-hour rate for assignments of up to eight consecutive hours and at time-and-one-half the 24-hour rate for assignments greater than eight consecutive hours.

14.5 Overtime Call-in

In the Fire Department, replacement staffing for short engine companies shall be taken from available personnel on duty. If there are no available replacements on duty, the parties agree that overtime call-out will be made in accordance with the Department's overtime policy.

14.6 Compensatory Time Off

Employees shall be allowed to accumulate, at a rate of time and one-half (1-1/2) for overtime worked, up to ninety-six (96) hours of compensatory time off.

In determining the ability of the Fire Department to permit use of compensatory time off at a given time, consideration will be given to:

- (a) The wishes of the employee;
- (b) the date of application for a specific time off; and
- (c) the seniority of the employee (in the event of multiple requests).
- (d) Preference will be given to an employee using compensatory time off to extend vacation time.

**ARTICLE XV**  
**Working In Higher Classification**

15.1 Higher Classification Pay Differential

Employees working in a higher classification for more than two consecutive hours shall receive a five percent differential for time worked in the higher class, except firefighters who act as captains for more than two consecutive hours, who shall receive a ten percent differential for time worked.

**ARTICLE XVI**  
**Staff Duty Assignment**

16.1 Definition/Duties

The Department may assign an employee to "40-hour per week" staff duty positions. The Fire Chief will attempt to fill each staff duty position by selecting a qualified employee from those who offer to serve in that capacity. Staff duty assignments shall be of two types: Staff Officer and Staff Assignment.

- A. Staff Officer. Staff Officer shall be of the rank of Fire Captain or above. Duties assigned for a staff officer position shall be commensurate with the

training and professional scope of practice for the rank of Fire Captain or above. Staff officer positions may include Fire Prevention Officer, Public Education Officer, Training Officer, Apparatus Officer, Fire Investigator, Hazardous Materials Officer or other duty positions which the Fire Chief in his sole discretion may establish to manage the staff resources of the department.

- B. Staff Assignment. Staff assignments to 40-hour per week duty may be given to any employee below the rank of Fire Captain.

Personnel may be assigned to Staff Duty Assignments for the purposes of attendance at schools, seminars or other professional development. Such assignments would normally last two weeks or less.

Staff duty assignments to 40-hour per week duty positions may be organized on a long term basis; therefore the employee in a staff duty position may be required to remain in this assignment for one year before requesting reassignment. The Fire Chief will endeavor to make sure that any work schedule change is implemented with as little inconvenience as possible to the employee.

A staff duty assignment must be for a minimum of 90 days in order to be eligible for staff salary differential. The staff salary differential shall be retroactive to the date of the assigned staff duty if the 90-day duration is not anticipated in advance and is subsequently worked by the employee.

#### 16.2 Sick Leave Accrual and Usage

Sick leave accrued at the 24-hour rate prior to an employee's assignment to a 40-hour workweek should be converted as of the assignment date by dividing the existing accrual by 3.0. Sick leave accrual while an employee is assigned to a 40-hour workweek is at the rate of eight hours per month. Employees with 20 or more years' service shall accrue twelve hours per month.

Sick leave usage shall be on an hour-for-hour basis; that is, if the employee is absent for eight hours, then eight hours of sick leave shall be used.

#### 16.3 Overtime

Overtime, which is an extension of the normal 40 hour workweek, shall accrue at a rate of time-and-one-half, to be taken as flexible time off of the 40 hour workweek.

Overtime which is accrued as a result of an emergency response operations assignment shall be paid at a rate of time-and-one-half pursuant to the overtime provisions of this Agreement.

### **ARTICLE XVII** **Education Benefits**

17.1 Tuition Refund Plan

When an employee enrolls and attends approved courses on employee's own time, the City may reimburse the employee for required school fees, such as tuition, books and registration fees. Mileage and optional fees shall not be refundable. Fire Chief verification of available budgeted funds and approval shall be obtained by the employee before registering for any course in order to be eligible for refund of required fees.

Courses taken at any college, university, high school, business or technical school, or courses given by a recognized correspondence school shall be approved when they are:

1. Related to the employee's present position in the City.
2. Related to the employee's potential development with the City.
3. Part of a program leading to a degree relating to the employee's present position or potential for development.
4. Required to obtain a high school diploma.

Any employee may apply for such refund of required fees, pursuant to the rules and procedures established by the City Manager.

In the event an employee receives assistance under federal or state government legislation or other student aid programs for education charges for any approved course, only the difference between such assistance and the education charges an employee actually incurs may be refunded under this plan.

If an employee fails to satisfactorily complete an approved course, the employee shall not be eligible for a tuition refund for that course.

Should an employee receive an advance refund of tuition and required fees and should that employee fail to complete the course(s) satisfactorily, the employee shall be required to return to the City such refunded tuition and required fees.

17.2 Emergency Medical Technician/Paramedic Training

The City will offer on-the-job continuing education and new skills training for EMT's and Paramedics and shall require all personnel to maintain their level of emergency medical skills.

**ARTICLE XVIII**  
**Miscellaneous**

18.1 Uniform Allowance

A. The classifications of Fire Captain, Fire Engineer and Firefighter shall receive an annual uniform allowance of \$725. This payment shall be paid in full on the first payroll date in December 2019.

B. Effective the first full pay period in January 2020, this allowance shall be paid each pay period in the amount of \$27.89.

18.2 Uniform Repair

It is the policy of the City to pay for the cost of repairing uniforms and equipment of uniformed members of the Fire Department which are damaged in the line of duty. If such damage(s) is beyond repair, the City will pay the actual value of the uniform and equipment, to be determined according to a depreciation schedule. Claims shall be submitted to the Fire Chief.

18.3 Annexations

During the term of this agreement, all proposed fire service annexations and consolidations of services which affect the employment conditions of members represented by Local 1230 shall be subject to the meet and confer process.

18.4 Successor to Agreement

In the event that there is a successor to the City in this agreement, the City of El Cerrito shall lend its good offices in an effort to continue affected represented employees' wages and benefits with such successor.

18.5 Appendices and Amendments

All appendices and amendments to the agreement shall be numbered, dated and signed by the responsible parties and shall be subject to all provisions of this agreement.

The numbering system will maintain the current City numbering, as well as indicate the source of the content, if it is from Local 1230's adopted Memorandum of Understanding.

18.6 Promotional Examinations

A written test administered as part of a promotional examination for the rank of Fire Engineer shall rely and be based upon a reference material list for the rank of Fire Engineer. A written test administered as part of a promotional examination for the rank of Fire Captain shall rely and be based upon a reference material list for the rank of Fire Captain.

The Fire Chief shall publish and maintain all Promotional Examination Reference Material Lists. Additions, deletions or changes to a Promotional Examination Reference Material List may be made at any time by the Fire Chief.

Any written test administered as part of a promotional examination shall rely and

be based upon a Promotional Examination Reference List that was in effect at least four months prior to the written test date.

**ARTICLE XIX**  
**Joint Response**

Local 1230 and the City acknowledge that the City is party to mutual aid agreements and automatic aid joint response arrangements with surrounding jurisdictions, including the City of Richmond, to ensure adequate fire protection services for each of the participating parties.

**ARTICLE XX**  
**Layoff and Demotion**

20.1 Personnel Reduction. Lay Off and Notification

Pursuant to the City's "Personnel Rules and Regulations," personnel may be separated from employment by the City due to lack of work, lack of funds or abolition of position(s). It shall be policy to provide at least thirty days written notice to all affected personnel in the event of layoff.

In case of a personnel reduction due to layoff, the employees with the least seniority will be laid off first. Time with the City will be given the utmost consideration. No new employees shall be hired within three years of the layoff date until the laid-off employees have been given the opportunity to return to work.

An employee who is laid off shall remain on a reemployment list for three years after the date of layoff. The City, at its own cost, may require a medical physical to determine fitness for duty prior to offering reemployment. Prior to any action taken on a proposal to reduce the current staffing levels, the City agrees to meet and confer with Local 1230.

20.2 Demotion

It shall be City policy to provide at least thirty days written notice to all affected personnel in the event of a demotion other than a disciplinary demotion. Any demotion other than a disciplinary demotion shall be based upon seniority in position, that is, the last employee promoted shall be the first employee demoted.

**ARTICLE XXI**  
**Existing Practices**

This Memorandum of Understanding includes all provisions relative to wages, hours, and other terms and conditions of employment resultant from the meet and confer process. The parties recognize, however, that there may be practices and customs

which are within the scope of representation as defined in Government Code Section 3504 (Meyers-Milias-Brown Act), which do not appear in this Memorandum of Understanding. The City and Local 1230 agree that before undertaking to change any such practices or customs, the other party shall be notified of such a proposal, and the parties shall promptly meet and confer in good faith and endeavor to reach agreement regarding the proposal.

**ARTICLE XXII**  
**Disciplinary Action**

The City's "Complaint and Grievance Procedure," as contained in Chapter 12 of the "Personnel Rules and Regulations," is incorporated by reference to be a part of this Agreement.

**ARTICLE XXIII**  
**Severability**

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be null and void, but such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

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Approved and Accepted:

For the City of El Cerrito

For Local 1230

Karen Pinkos, City Manager

Vince Wells, President Local 1230

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Glenn Berkheimer, Negotiator

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Representative Local 1230

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Kristen Cunningham, Human Resources Manager

Dated: \_\_\_\_\_

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Dept. Representative Local 1230

Dated: \_\_\_\_\_