

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

JULY 1, 2022 THROUGH JUNE 30, 2024

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

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


This Memorandum of Understanding shall be presented to the City Council as a joint recommendation of the undersigned for salary, fringe benefits and other working conditions for the period July 1, 2022 through June 30, 2024 and shall be in full force and effect at such date as herein prescribed, upon ratification by both the City Council and affected members of the Public Safety Management Association – ***Battalion Chief/Police Management.***

City of El Cerrito

Public Safety Management Association –
Police and Battalion Management Units


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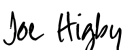
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
PUBLIC SAFETY MANAGEMENT ASSOCIATION – BATTALION CHIEF/POLICE
MANAGEMENT**

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

CHAPTER 1

MANAGEMENT EMPLOYEES

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

CHAPTER 2

SALARIES AND BENEFITS

2.1 Salary

- Effective the first full pay period in November 2022, all Fire Battalion Chiefs, Police Captains, and Police Lieutenants shall receive a 3.0% salary increase.
- Effective the first full pay period in July 2023, all Fire Battalion Chiefs, Police Captains, and Police Lieutenants shall receive a 4.75% salary increase.
- **Compaction Salary Adjustments**
 - Effective the first full pay period in January 2023, all Fire Battalion Chiefs shall receive a compaction salary adjustment of 4.9%.
 - Effective the first full pay period in January 2023, all Police Captains and Police Lieutenants shall receive a compaction salary adjustment of 2.0%.
 - Effective the first full pay period in July 2023, all Fire Battalion Chiefs shall receive a compaction salary adjustment of 4.9%.
 - Effective the first full pay period in July 2023, the Police Captain shall receive a compaction salary adjustment of 1.35%.

A. The following control points shall apply and serve as the midpoint of the approved monthly salary range. The Control Points effective December 31,

2022, shall be increased by the salary increases in Section 2.1 Salary and Compaction Salary Adjustments:

Fire Battalion Chief	\$14,915
Fire Battalion Chief (Training Officer)	\$16,406
Police Lieutenant	\$15,942
Police Captain	\$17,313

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 Fire Battalion Chief and top step Fire Captain/Paramedic. Further, the Fire Battalion Chief assigned to training receives an additional 10% added to salary for the assignment.

D. 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 Uniform Allowance

- BC
 - The uniform allowance for Fire Battalion Chiefs is \$1,000 per fiscal year.
 - Effective the first payroll date in July 2023, the Battalion Chiefs uniform allowance shall be paid each pay period in the amount of \$38.46.

- Police Management
 - 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.
 - Effective the first payroll in January 2024, the Police Management uniform allowance shall be paid each pay period in the amount of \$38.46.

If the ECPEA receives an increase in their uniform allowance during the term of this MOU, then the ECPEA uniform allowance increase shall be applied to the BC and the Police Management uniform allowances.

2.3 Auto Allowance

The City will supply an automobile to all incumbents in the Battalion Chief, Police Captain and Police Lieutenant classifications. If the City is unable to supply an automobile to employees in the Battalion Chief, Police Captain, and Police Lieutenant classifications, the City will meet and confer with the PSMA regarding potential solutions including providing a cash allowance of up to \$325 per month.

2.4 Pension Plan Benefits

- PERS Pickup
 - Effective the first full pay period in July 2023 all "Classic Members" who are in the Fire Battalion Chief, Police Captain, and Police Lieutenant classifications, shall contribute an additional 1.0% to the Public Employees Retirement Systems for a total of 13.0%.
 - Employees hired after December 31, 2012, who are not "Classic Employees" as defined for PERS and are receiving retirement benefits as per the Public Employees' Pension Reform Act (PEPRA), shall pay 50% of the normal costs of their retirements as determined by PERS.

- Classic Employees Retirement Plan
 - Effective June 30, 2001 the City's contract with PERS was amended to provide to employees the 3% at Age 50 Public Employees' Retirement System plan. The City's 3% at age 50 retirement plan has the PERS single highest year option, and service credit for unused sick leave

2.5 Flexible Benefit 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 lowest cost 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 lowest cost 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 lowest cost 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 lowest cost family premium in employee's flexible spending account.

If the City proposes to change medical plan providers, the City will meet and confer with representatives of the PSMA regarding the proposed changes to the medical plan provider.

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

- HMO Kaiser (S)

- 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 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.

2.6 Dental Plan

The City will pay the full cost of employee plus dependent coverage effective July 1, 2002.

2.7 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.

2.8 POST Employment Health Plan (Retiree Medical)

- Effective July 2008 the City shall contribute \$300.00 per month into each Battalion Chief's Post Employment Health Plan account.
- Effective the first full pay period July 2023, the City shall contribute \$300 per month into each Police Captain and Police Lieutenant Post Employment Health Plan account.
- Effective the first full pay period January 2024, the City shall contribute \$475 per month into each employee's Post Employment Health Plan account.

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 LTD 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

- 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.
- 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

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

3.1 Accrual of Sick Leave

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

credit of thirty-six hours per month. Sick leave accrual while an employee is assigned to a (40) hour workweek is at the rate of 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.

- Police Management
 - 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.

3.2 Maximum Sick Leave Accrual

The maximum accumulation of sick leave is unlimited.

3.3 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.

3.4 Sick Leave Retirement Benefit

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

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

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

3.5 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.

3.6 Sick Leave as Life Insurance

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

3.7 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 Department Head and City Manager.

3.8 Bereavement Leave

Employees are entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed two shifts for 56-hour work week employees or five (5) 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.

3.9 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.

3.10 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 4

VACATION

4.1 Eligibility

Employees shall be eligible to take a paid vacation upon accrual of vacation.

4.2 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.

4.3 Vacation at Termination

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.

4.4 Effects 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.

4.5 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.

4.6 Vacation Cap

- 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 work-related injury and is on 4850.

4.7 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). 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.

4.8 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.

Vacation Benefit Shift Battalion Chief

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

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

CHAPTER 5

WORK SCHEDULE/OVERTIME

5.1 Workweek

- BC

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

The work schedule for Fire Battalion Chiefs assigned to emergency response operations shall consist of twenty-four hour duty shifts, not to exceed two hundred sixteen hours in a twenty-seven-day period.

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

- Police Management

- 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.

5.2 Overtime Calculation for Battalion Chiefs only

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

CHAPTER 6

EDUCATION BENEFITS

6.1 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. Management employees are eligible for education reimbursement up to a maximum of \$3,500 per year while pursuing a master's degree. These reimbursements limits are not compounding. Course content should relate to one of the following:

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

6.2 Education Incentive Program

Effective January 2022, Police Captains and Lieutenants 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 five percent (5.0%) of base salary.
 - An employee who has a MA/MS degree from an accredited college or university shall receive a differential of six percent (6.0%) of base salary.
- The incentives are not compounding. An employee can only receive one of the incentives listed above.

Effective first full pay period after adoption, all employees in the bargaining unit who are eligible or become eligible for the education incentive program shall receive one of the following:

- A Battalion Chief who has an AA/AS degree from an accredited college or university shall receive a differential of three percent (3.0%) of base pay.
- A Battalion Chief who has completed 60 semester units from an accredited college or university and completes 6 semester units every 24 months shall receive a differential of three percent (3.0%) of base pay.
- An employee who has a BA/BS degree from an accredited college or university shall receive a differential of five percent (5.0%) of base salary.
- An employee who has a MA/MS degree from an accredited college or university shall receive a differential of six percent (6.0%) of base salary.

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

CHAPTER 7

MISCELLANEOUS POLICIES

7.1 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.

7.2 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.

7.3 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.

7.4 Benefit Relationship to Rank and File

- If a new benefit, that previously did not exist in the Police Employees Association MOU, the City will provide the new benefit to the Police Lieutenant and Police Captain classifications.

If a new benefit, that previously did not exist in the Firefighters Association (Local 1230) MOU, the City will provide the new benefit to the Battalion Chief classification.

BATTALION CHIEF'S BENEFITS ONLY

8.1 Holidays

The number of designated holidays for Fire Suppression personnel shall be fourteen (14). The following holidays are designated "holidays" and shall be the basis for benefits associated with this section:

New Year's Day	Indigenous People's Day
Martin Luther King Jr. Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	Employee's Birthday
July 4th	
Labor Day	

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

New Year's Day	Labor Day
Dr. M. L. King Jr. Birthday (3 rd Monday in January)	Veteran's Day
Presidents' Day (3 rd Monday in February)	Thanksgiving
Memorial Day	Day after Thanksgiving
Juneteenth (June 19)	½ Day Christmas Eve
Independence Day (July 4)	Christmas Day
	½ Day New Year's Eve

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

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

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

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 Compensation for Municipal Holidays

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

8.4 California Fire Service and Rescue Emergency Mutual Aid

Consistent with the El Cerrito City Council Resolution 2015-28 for portal to portal overtime reimbursement for all personnel assigned to emergency incidents through the California Fire Assistance Agreement, Battalion Chiefs will be compensated portal to portal while in the course of their employment and away from their official duties and assigned to an emergency, in support of emergency incidents or prepositioned for emergency incidents. The City will compensate the Battalion Chiefs for any time worked outside of their regular 56-hour or 40-hour workweek. This compensation will be at the overtime rate of time and one-half (1-1/2).

POLICE MANAGEMENT BENEFITS ONLY

9.1 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.

9.2 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
- Juneteenth (June 19)
- 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. (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.

9.3 Birthday 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 4.2 of this agreement. For new employees, the floating holidays are prorated quarterly based on date-of-hire and will also be prorated upon separation from the City. 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.

9.4 Compensation for Municipal Holidays

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

Regular employees must be in a pay status on the workday preceding a holiday to be eligible to be compensated for the holiday.