

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

May 21, 2007

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

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

This Memorandum of Understanding shall be presented to the City Council as a joint recommendation of the undersigned for salary, fringe benefits and other working conditions for the period beginning May 21, 2007 and shall be in full force and effect at such date as herein prescribed, upon ratification by both the City Council and affected member of the Public Safety Management Association – Fire Chief. Unless sooner terminated, as provided in this Memorandum of Understanding, the terms and conditions of this agreement shall remain in force until adoption of a successor agreement. Any other term of this Memorandum of Understanding notwithstanding, either party may terminate this Memorandum of Understanding effective on or after June 30, 2012, with 30 days minimum written notice.

It is expressly understood and agreed to by the parties that this Memorandum of Understanding will automatically terminate and be of no further legal force or effect if Lance Maples ceases to be the Fire Chief for the City of El Cerrito.

City of El Cerrito

**Public Safety Management
Association - Fire Chief**

Scott Hanin
City Manager
Date: _____

Lance Maples
Fire Chief
Date: _____

Sandra Chapek
Employee Services Manager
Date: _____

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

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

CHAPTER 1

MANAGEMENT EMPLOYEE

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

CHAPTER 2

SALARIES AND BENEFITS

2.1 Salary

Effective immediately, the monthly salary shall be \$12,203. Effective the first full pay period in January 2008, the base monthly salary for Fire Chief shall be

increased to achieve the median level based upon the most recent survey conducted by the City for this purpose.

Effective the first full pay period in July 2008 the median salary for Fire Chief shall be increased by the April 2007 to April 2008 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).

Effective the first full pay period in July 2009 the median salary for Fire Chief shall be increased by the April 2008 to April 2009 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).

Effective the first full pay period in July 2010 median salary for Fire Chief shall be increased to achieve the median level based upon the survey conducted by the City.

Effective the first full pay period in July 2011 the median salary for Fire Chief shall be increased by the April 2010 to April 2011 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).

The methodology for the salary surveys and salary adjustments used under the Local 1230 Memorandum of Understanding will also be used under this Memorandum of Understanding, to the extent practical and appropriate. Should the methodology of salary surveys and adjustments subsequently change for the members of Local 1230, this Section shall be automatically adjusted to match those changes. Further, the City Manager, in his or her sole discretion, may change or adapt the methodology as needed to reflect the nature of the position, labor market and work involved for the employee under this Memorandum of Understanding.

2.2 Uniform Allowance

The uniform allowance for the Fire Chief is \$725 per fiscal year. Uniform allowance shall be paid on the first payroll date in December, covering the fiscal year beginning the prior July. Such payment shall be by check, separate from the normal payroll check.

2.3 Auto Allowance

The City will supply an automobile to the Fire Chief who, in the opinion of the City Manager, requires a City vehicle as an integral part of their work. Alternately, the

City will provide a cash allowance of up to \$350 per month in lieu of use of a City automobile.

2.4 Pension Plan Benefits and Reimbursement

Effective June 30, 2001, the retirement plan for fire suppression personnel shall be the 3% @ Age 50 PERS Plan, including credit for unused sick leave at retirement pursuant to PERS Section 20862.8. Effective August 15, 1994, the City agreed to provide the PERS single highest year option to fire suppression personnel. Effective April 1, 1999, the City amended its contract to increase 1959 Survivor Benefits from Level 1 to Level IV.

The City provides what is commonly known as EPMC or Employer Paid Member Contribution, i.e., the City pays the employee contribution to PERS of 9% and, further, the City contributes 9% of the required 9% member contribution.

2.5 Flexible Benefits Plan

A. The City has a Flexible Benefits Plan. The Plan provides for the following:

With the exception of those employees who choose the "no medical plan" option (See C), the City will contribute an amount equivalent to the premium for the Health Net HMO or Kaiser medical plan rate, according to dependent status, depending on which medical plan is chosen.

B. Employees may select one of the following medical plans within their Flexible Benefits Plans:

- Kaiser (S)
- Health Net HMO
- PPO Health Net

C. In the event that an employee has alternate comprehensive group medical coverage through a spouse's medical plan or some other group medical plan, the employee may select a "no medical plan" option. In this event, the City shall contribute the equivalent to the higher of a single Health Net HMO or Kaiser medical premium to the Flexible Benefits Plan and the employee may receive this amount in cash. In that case, the amount is treated as taxable income, or may be reallocated toward the purchase of other benefits in the Plan, or a combination of both. Effective July 1, 2008, the City's contribution for an employee who selects "no medical plan" option shall be the Kaiser single rate.

D. Effective July 1, 2008, the City shall amend its contract with the City's health care providers to provide for a \$10.00 office visit co-pay and a \$10.00 generic prescription co-pay.

- E. The employee may contribute salary of up to \$10,000 on a pre-tax basis in order to purchase the following benefits:
- Medical premiums, co-payments, and deductibles
 - Dental premiums, co-payments, and deductibles
 - Unreimbursed medical and dental expenses
 - Dependent care (\$5,000 maximum by law)

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

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

- F. The City may establish a City-wide task force for the purpose of exploring alternate health plans, including PERS Health, for both active and retired employees. The Association-Fire Chief agrees to reopen negotiations for the sole purpose of implementing alternative medical coverage.
- G. Effective January 1, 2004, the City ceased providing the monetary difference between the Kaiser and HealthNet HMO premiums to employees, who selected the less expensive medical plan, previously referred to as the 'cash-back' benefit. In exchange for the elimination of the 'cash-back' provision, the City agreed to provide the money that previously was spent on the 'cash-back' benefit to the CalPERS (Public Employees' Retirement System) Public Safety employees' account each year of the Memorandum of Understanding. The purpose of the annual contribution to PERS is to offset costs of the enhanced retirement formula. The elimination of the 'cash-back' system in no way affected the payment to employees declining medical coverage as discussed above.
- H. Effective July 1, 2008, the City will contribute an amount equivalent to the Kaiser Medical Plan rate according to dependent status regardless of which plan is selected to the employee's Flexible Benefits Plan. In the event that an employee selects a plan which exceeds the City's premium contribution, the employee is responsible to pay the difference through payroll deduction.

2.6 Dental Plan

Through the duration of this agreement the City will pay the full cost of employee plus dependent coverage under the Delta Dental Plan.

2.7 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 the member's Post employment Health Plan account.

2.8 Life Insurance

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

2.9 Long-term Disability Insurance

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

2.10 Benefit Status

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

CHAPTER 3

HOLIDAYS

3.1 Holidays

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

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

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

3.2 Birthday and Floating Holidays

In addition to the recognized municipal holidays, the Fire Chief shall receive annually two floating holidays, subject to the same requirements for scheduling vacation. Floating holidays must be taken during the fiscal year they are received and may not be carried over and accumulated.

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

3.3 Compensation for Municipal Holidays

- A. If the Fire Chief is on leave-of-absence without pay, he shall not receive any compensation for holidays occurring during such leave.
- B. The Fire Chief must be in a pay status on the workday preceding a holiday to be eligible to be compensated for the holiday.

CHAPTER 4

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

4.1 Accrual of Sick Leave – Rate

- A. Sick leave shall accrue at the rate of eight hours and 45 minutes per calendar month worked, providing the Fire Chief has worked or been authorized leave with pay for at least ten working days in the month.
- B. If the Fire Chief has 20 or more years of service, he shall accrue sick leave at the rate of 11 hours and 25 minutes per calendar month worked, provided he 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, the Fire Chief shall be entitled to compensation for one-fourth of the accumulated sick leave on the books at the time of such retirement, with a maximum payment equivalent to 200 hours pay, 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 the employee may be established or determined to be effective prior to the expiration of sick leave benefits.

4.5 On-the-Job Injury

The Fire Chief is eligible for benefits (salary continuance) for time off work due to on-the-job injuries as specified in Labor Code Section 4850.

4.6 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 the Fire Chief.

4.7 Family Sick Leave

Under Labor Code Section 233, employees may utilize accrued sick leave to care for an ill or injured child, spouse or parent. The City has extended this provision to include domestic partners and their dependent children. There is no requirement that the illness or injury reach the level of seriousness provided for under the Family and Medical Leave Acts. However, if the illness or injury qualifies under the Family and Medical Leave Act, it also satisfies the “family sick leave” criteria. The maximum “family sick leave” allowed each calendar year that is subject to this provision is one-half (1/2) of the employee’s annual accrual of sick leave. Additional family sick leave may be taken subject to departmental regulations and approval of the City Manager.

4.8 Bereavement Leave

The Fire Chief is entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed three consecutive days when death is anticipated. Bereavement leave after death shall not exceed that period of time between death and the day of the funeral, providing the funeral is held within five days following death. Additional time may be granted and charged as sick leave when, in the opinion of the City Manager, unusual circumstances identify the need for additional time off.

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

4.9 Administrative Leave

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

4.10 Family and Medical Leave

Pursuant to State and Federal law, the City will provide family and medical care leave for eligible employees. The City Family Care and Medical Leave policy sets forth employees’ rights and obligations with respect to such leave. Rights and obligations which may not be specifically set forth in the City's policy are set forth

in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California State Pregnancy Disability Act and the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided by the City's policy or this Memorandum of Understanding, "Leave" under this article shall mean leave pursuant to the FMLA.

CHAPTER 5

VACATION

5.1 Eligibility

The Fire Chief shall be eligible to take a paid vacation, 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 Fire Chief, subject to City Manager, approval, in accordance with departmental regulations and with regard for the needs of the City and the preference of the employee.

5.3 Vacation at Termination

The Fire Chief, who leaves the municipal service with accrued vacation leave, shall be paid the amount of accrued vacation to the date of termination. Payment for accrued vacation shall be at the Fire Chief's current rate of pay.

5.4 Effect of Extended Military Leave

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

5.5 Sick Leave During Vacation

Vacation leave may be converted to sick leave subject to the review and approval of the City Manager, if the Fire Chief is injured or sick during the vacation for a period in excess of 24 hours.

5.6 Vacation Carryover and Cash-Out

The Fire Chief shall not carry over more than fifteen days of vacation to the following calendar year unless authorized by the City Manager. The Fire Chief, as a 40 hour per workweek employee, may annually cash-out up to 10 days (80 hours) of vacation provided that the Fire Chief has taken a minimum of 10 vacation days (80 hours) in the previous 12-month period. The Fire Chief seeking to cash out vacation shall provide a request to the City Manager no later than November 1

and the cash-out payments shall be paid on the first payroll date in December in the same check as uniform allowance payments.

5.7 Accrual

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

Vacation Benefit

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

31	264
32	272
33	280
34	288

CHAPTER 6

WORK SCHEDULE

6.1 Workweek

The workweek for the Fire Chief is as required by the City. The normal workday is 8 hours per day. Alternate work schedules may require working different scheduled hours as determined per City operations.

CHAPTER 7

EDUCATION BENEFITS

7.1 Tuition Refund Plan

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

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

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

CHAPTER 8

MISCELLANEOUS POLICIES FOR THE FIRE CHIEF

8.1 Continuing Education

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

8.2 Membership

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

8.3 Conferences

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

8.4 Benefit Relationship to Rank and File

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