

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

**July 12, 2010**

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

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

This Memorandum of Understanding shall be presented to the City Council as a joint recommendation of the undersigned for salary, fringe benefits and other working conditions beginning July 12, 2010 and shall be in full force and effect at such date as herein prescribed, upon ratification by both the City Council and affected member of the Public Safety Management Association – Police Chief. It is expressly understood and agreed to by the parties that this Memorandum of Understanding will automatically terminate and be of no further legal force or effect if Sylvia Moir ceases to be the Police Chief for the City of El Cerrito.

**City of El Cerrito**

**Public Safety Management  
Association - Police Chief**

\_\_\_\_\_  
Scott Hanin  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lance Maples  
Association Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sukari Beshears  
Employee Services Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sylvia Moir  
Police Chief  
Date: \_\_\_\_\_

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

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

CHAPTER 1

MANAGEMENT EMPLOYEE

- 1.1 The Police Chief is an at-will employee who serves at the discretion of the City Manager. Pursuant to Section 3.10.020 of the El Cerrito Municipal Code, the Police Chief is not entitled to any of the rights or protections of the City’s civil service system. The Police Chief shall be entitled to those rights contained in the Public Safety Officers Procedural Bill of Rights Act, and specifically to those rights contained in Government Code Section 3304(c). However, such rights shall not be deemed to create a property interest in the job of Police Chief or to make the job of Police Chief other than an at-will position with the City.
- 1.2 Management employee is, for purposes of this section, the individual actively involved in the following classification: Police Chief.

CHAPTER 2

SALARIES AND BENEFITS

2.1 Salary

- A. Effective immediately, the monthly salary shall be \$12,950. After 12 months, and a satisfactory evaluation, the Police Chief shall receive a 5% raise.
- B. Consistent with the Management Resolution, a salary range of 25% above and below the control point (\$13,176) shall be created, within which the City Manager may approve salary adjustments of up to 10% per calendar year.
- C. Effective the first full pay period in July 2011, the control point shall be adjusted by 3% based on the April 2010 to April 2011 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners.

- D. Effective the first full pay period in July 2012, the control point shall be adjusted by the City Council based on consideration of standard compensation surveys.
- E. Effective the first full pay period in July 2013, the control point shall be adjusted by 2% to 4% based on the April 2012 to April 2013 San Francisco Consumer Price Index for Bay Area All Urban Wage Earners.
- F. Effective the first full pay period in July 2014, the control point shall be adjusted by 2% to 4% based on the April 2013 to April 2014 San Francisco Consumer Price Index Bay Area All Urban Wage Earners.
- G. Effective the first full pay period in July 2015, the control point shall be adjusted by the City Council based on consideration of standard compensation surveys. This method will be used on all odd numbered years forward for the life of the contract.
- H. Effective the first full pay period in July 2016, the control point shall be adjusted by 2% to 4% based on the April 2015 to April 2016 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. This method will be used on all even numbered years forward for the life of the contract.

## 2.2 Longevity

Longevity bonus payment to Police Chief employed with the City as of the day of the payment as follows:

- A. For employee with 7 years of service with the City but less than 15 years, the annual longevity bonus payment shall be three percent (3%) of the annual base rate of pay.
- B. For employee with 15 years of service with the City but less than 20 years, the annual longevity bonus payment shall be five percent (5%) of the annual base rate of pay.
- C. For employee with 20 or more years of service with the City, the annual longevity bonus payment shall be seven percent (7%) of the annual base rate of pay.

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

## 2.3 Uniform Allowance

The uniform allowance for the Police Chief is \$1,000 per year. Uniform allowance shall be paid on the first payroll date in December, covering the calendar year beginning the prior January. Such payment shall be by check separate from the normal payroll check. If the Police Chief leaves City employment during the calendar year, the uniform allowance shall be prorated and paid only for months worked in that calendar year.

2.4 Auto Allowance

The City will supply an automobile to the Police Chief who, in the opinion of the City Manager, requires a City vehicle as an integral part of their work. Alternately, the City will provide a cash allowance of up to \$325 per month in lieu of use of a City automobile.

2.5 Pension Plan Benefits and Reimbursement

Effective June 30, 2001 the City's contract with PERS was amended to provide to employee the 3% at Age 50 Public Employees' Retirement System plan. The City's 3% at age 50 retirement plan has a nine percent employee contribution, the PERS single highest year option, and service credit for unused sick leave option. Employee's base pay is contained in Section 2.1. 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.

2.6 Flexible Benefits Plan

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

- A. With the exception of the employee who chooses the "no medical plan" option, the City will contribute an amount equivalent to the Kaiser medical plan rate according to dependent status regardless of which medical plan is chosen. "According to dependent status" means that if an employee is single the employee shall receive the equivalent to the Kaiser single premium in employee's flexible spending account. If the employee and a dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the Kaiser two-party premium in employee's flexible spending account. If the employee and more than one dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the Kaiser family premium in employee's flexible spending account.
  
- B. The employee may select one of the following medical plans within their individual Flexible Benefits Plan:
  - HMO Kaiser (S)
  - HMO Health Net
  - PPO Health Net
  
- 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 the 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. (Proof of alternate coverage is required.) In this event, the City shall contribute the equivalent to the single Kaiser medical 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.

E. The employee may contribute salary up to a total of \$10,000 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; and
- 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.

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 Police Chief agrees to reopen negotiations for the sole purpose of implementing alternative medical coverage.

## 2.7 Dental Plan

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

## 2.8 Life Insurance

The City will provide a term life insurance policy for the Police 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 Police Chief with long-term disability insurance with coverage of two-thirds salary and a sixty-day elimination period. Like regular wages, this benefit is taxable.

## 2.10 Benefit Status

- A. The salary and benefits contained within this Memorandum of Understanding are granted only to the Police Chief if she is in a current pay status. The City shall incur no cost, nor shall benefits accrue for retirees, survivors, or if the employee in a non-pay status, unless the employee is granted medical leave of absence or military leave of absence.
- B. In the event the Police Chief is in a non-pay status because of a disputed workers' compensation claim, benefits under this article shall be continued upon written agreement of the Police Chief 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 fall on a Sunday or a Monday, the preceding Friday afternoon shall be considered a holiday for pay purposes. The City Manager may make changes in the above schedule in accordance with the needs of the City.

#### 3.2 Birthday and Floating Holidays

In addition to the recognized municipal holidays, the Police Chief shall receive annually three floating holidays, subject to the same requirements for scheduling

vacation. Floating holidays must be taken during the fiscal year they are received and may not be carried over and accumulated.

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

### 3.3 Compensation for Municipal Holidays

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

## CHAPTER 4

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

#### 4.1 Accrual of Sick Leave – Rate

Sick leave shall accrue at the rate of 8 hours and 45 minutes per calendar month worked, providing the Police Chief has worked or been authorized leave with pay for at least ten working days in the month. The starting leave bank shall be 80 hours. This amount shall increase to 11 hours and 25 minutes per calendar month worked upon ten years of employment with the City.

#### 4.2 Sick Leave - Maximum Accrual

The maximum accumulation of sick leave is unlimited.

#### 4.3 Activity During Sick Leave

No employee who is absent from work on sick leave shall engage in any work or other activity that would interfere with the employee's ability to return to work to perform regular duties.

#### 4.4 Sick Leave Retirement Benefit

Upon retirement from City service, the Police Chief shall be entitled to one-fourth of the accumulated sick leave on the books at the time of such retirement, with a maximum payment equivalent to 200 hours pay. The sick leave payout may be converted to the Retirement Health Savings Account to pay for qualified health premiums. Actual sick leave remaining on the books will be reported to PERS in accordance with PERS regulations governing the sick leave credit contract option. In no case will unearned sick leave be reported for the purpose of increasing the member's retirement as prohibited by PERS.

The date of disability retirement for the employee may be established or

determined to be effective prior to the expiration of sick leave benefits.

4.5 On-the-Job Injury

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

4.6 Accrued Sick Leave As Life Insurance

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

4.7 Family Sick Leave

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

4.8 Bereavement Leave

The Police Chief is entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed 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 Police Chief shall receive administrative leave in recognition of extraordinary working hours and conditions. The City Manager will annually approve the number of leave hours by the individual employee based on the amount of overtime

performed and the quality of work produced. The annual amount of time assigned shall not exceed 10 days (80 hours). Unused administrative leave cannot be carried over from year to year or cashed out at year-end or upon separation.

#### 4.10 Family and Medical Leave

Pursuant to State and Federal law, the City will provide family and medical care leave for eligible employees. The City Family Care and Medical Leave policy sets forth employees' rights and obligations with respect to such leave. Rights and obligations which may not be specifically set forth in the City's policy are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California State Pregnancy Disability Act and the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided by the City's policy or this Memorandum of Understanding, "Leave" under this article shall mean leave pursuant to the FMLA.

### CHAPTER 5 VACATION

#### 5.1 Eligibility

The Police Chief shall be eligible to take a paid vacation of up to forty hours during the first year of continuous service, unless otherwise provided by the City Manager. The Police Chief shall begin employment with a vacation bank of 80 hours and an accrual rate of 11.33 hours per month (10 years).

#### 5.2 Scheduling

The scheduling of annual vacation leave and the amount to be taken at any one time shall be determined by the Police Chief, subject to City Manager, approval, in accordance with departmental regulations and with regard for the needs of the City and the preference of the employee.

#### 5.3 Vacation at Termination

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

#### 5.4 Effect of Extended Military Leave

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

#### 5.5 Sick Leave During Vacation

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

5.6 Vacation Carryover and Cash-Out

The Police Chief shall not carry over more than fifteen days of vacation to the following calendar year unless authorized by the City Manager. The Police Chief may annually cash-out up to 10 days (80 hours) of vacation, provided that she has taken a minimum of 10 vacation and/or administrative leave days (80 hours) in the previous 12-month period. The Police 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 longevity bonus payments. If the Police Chief is not eligible for longevity pay, the vacation cash-out will be in a separate check from the normal payroll.

5.7 Accrual

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

Vacation Benefit

<u>Service</u>	<u>Hrs. Earned/Year</u> <u>(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
*Beginning Accrual Rate <b>10</b>	<b>136</b>
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 Police Chief is as required by the City. The normal workday is from 8:00 a.m. to 5:00 p.m.

## CHAPTER 7

### EDUCATION BENEFITS

#### 7.1 Tuition Refund Plan

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

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

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

#### 7.2 Education Incentive Program

A \$290.00 monthly education incentive payment shall be paid to the Police Chief, in recognition of completion of the requirements to obtain a baccalaureate degree.

## CHAPTER 8

### MISCELLANEOUS POLICIES FOR THE POLICE CHIEF

#### 8.1 Continuing Education

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

#### 8.2 Membership

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

#### 8.3 Conferences

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

#### 8.4 Benefit Relationship to Rank and File

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