



Office of the City Manager

CONSENT CALENDAR
March 11, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Monica Walker, Interim Director of Human Resources

Subject: Berkeley Fire Fighters Association – Side Letters Pertaining to Probationary Periods, Pre-Promotional Academies, and Vacation Slots

RECOMMENDATION

Adopt a Resolution approving three side letters with Berkeley Fire Fighters Association to (1) amend Section 33 of the union's Memorandum of Understanding (MOU) with the City to modify the Firefighter probationary period to 18 months; (2) amend Section 34.3.2 of the MOU to allow employees on 40-hour-week schedules to attend pre-promotional academies if placed on Outside the City status; and (3) amend Sections 19.4 and 19.5 of the MOU to create a new structure for vacation slots.

FISCAL IMPACTS OF RECOMMENDATION

There are no anticipated fiscal impacts, as the recommendations pertain to operational changes.

CURRENT SITUATION AND ITS EFFECTS

The probationary period for newly-hired Firefighters is currently 24 months. The first side letter (Exhibit A) would modify the probationary period to 18 months, and better align the Berkeley Fire Department with nearby jurisdictions, which similarly have 18-month probationary periods (e.g., Oakland, Richmond) and even 12-month probationary periods (e.g., San Francisco, Hayward, San Rafael).

The second side letter (Exhibit B) seeks to create parity between BFFA members who are on 56-hour schedules and those who work 40-hour schedules by specifying that 40-hour-a-week employees can attend pre-promotional academies while on duty if their supervisor approves and places them on Outside the City (OSC) status.

The third side letter seeks to simplify the current process for Firefighter vacation slots, which can be challenging to track. The modified process allows for a total of five vacation slots per vacation period and specifies that no more than four Firefighters or three Captains can take time off simultaneously.

BACKGROUND

The proposed side letters were considered by Council in closed session on February 3, 2025.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

Without the change in the probationary period, Berkeley Fire Department would continue to be at a recruitment disadvantage, as candidates would gravitate to agencies that offer quicker paths to career/permanent status.

The side letter pertaining to pre-promotional academies would create parity between employees on 40-hour schedules and 56-hour schedules, while the side letter pertaining to vacation slots would simplify a complicated process that has proven difficult to track.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Monica Walker, Interim Director of Human Resources, (510) 981-6807.

Attachments:

1: Resolution

Exhibit A: Side Letter with BFFA – Probationary Period

Exhibit B: Side Letter with BFFA – Pre-Promotional Academies

Exhibit C: Side Letter with BFFA – Vacation Slots

RESOLUTION NO. ##,###-N.S.

BERKELEY FIRE FIGHTERS ASSOCIATION – SIDE LETTERS PERTAINING TO
PROBATIONARY PERIODS, PRE-PROMOTIONAL ACADEMIES, AND VACATION
SLOTS

WHEREAS, the current probationary period for Firefighters newly-hired into the Berkeley Fire Department is 24 months, which is longer than that of nearby jurisdictions, which have 18-month probationary periods (e.g., Oakland, Richmond) and even 12-month probationary periods (e.g., San Francisco, Hayward, San Rafael); and

WHEREAS, modifying the probationary period for Firefighters would align the City of Berkeley with nearby jurisdictions and eliminate a recruitment disadvantage that the Berkeley Fire Department suffers when competing for talent against jurisdictions that offer candidates quicker paths to career/permanent status; and

WHEREAS, the Berkeley Fire Department seeks to create parity between Berkeley Fire Fighters Association (BFFA) members who are on 56-hour schedules and those who work 40-hour weeks by specifying that 40-hour-a-week employees can attend pre-promotional academies while on duty if their supervisor approves and places them on Outside the City (OSC) status; and

WHEREAS, the current process for Firefighter vacation slots can be challenging to track, necessitating a modified process; and

WHEREAS, the City and BFFA have agreed upon a new process to track vacation slots, allowing for a total of five vacation slots per vacation period and specifying that no more than four Firefighters or three Captains can take time off simultaneously;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to execute a side letter with Berkeley Fire Fighters Association, which is attached hereto, made a part hereof and marked Exhibit A, to amend Section 33 of the Memorandum of Understanding (MOU) and modify the Firefighter probationary period from 24 months to 18 months; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute a side letter with Berkeley Fire Fighters Association, which is attached hereto, made a part hereof and marked Exhibit B, to amend Section 34.3.2 of the MOU and allow employees on 40-hour-week schedules to attend pre-promotional academies if their supervisor approves and places them on Outside the City (OSC) status; and

BE IT RESOLVED that the City Manager is hereby authorized to execute a side letter with Berkeley Fire Fighters Association, which is attached hereto, made a part hereof

and marked Exhibit C, to amend Sections 19.4 and 19.5 of the MOU and allow a maximum of five vacation slots per vacation period, with no more than four Firefighters or three Captains allowed vacation leave at the same time; and

BE IT FURTHER RESOLVED that fully executed originals of said side letters are filed in the Office of the City Clerk.

Exhibit

- A: Side Letter with BFFA – Probationary Period
- B: Side Letter with BFFA – Pre-Promotional Academies
- C: Side Letter with BFFA – Vacation Slots

EXHIBIT A

January 28, 2025

Amory Langmo
President, IAFF Local 1227
Berkeley Fire Fighters Association

Re: Side Letter – Section 33

Dear Mr. Langmo:

This letter of understanding is to confirm the agreement reached between the City of Berkeley (the “City”) and the Berkeley Firefighter Association, Local 1227 (the “Union”), regarding the above referenced matter.

The agreement is as follows and will have immediate effect on all Fire Fighters who are in probationary status at the time of its signing:

33.1 Original appointments from employment lists for the classification of Fire Fighter/~~Fire Fighter Paramedic~~ shall be tentative and subject to a probationary period within a period of ~~eighteen (18) months~~two (2) years of actual service. Probationary employees who are granted parental leave or military leaves of absence shall complete the balance of their probationary period within a period of six (6) months following their return to City service. Probationary employees who are granted military leaves of absence shall complete the balance upon their return to City service. No provision of this Section ~~31-33~~ (Probationary Period) shall be interpreted to preclude the City from establishing new classifications that may require probationary periods of varying lengths.

33.2 For probationary employees originally appointed to the class of Fire Fighter/~~Fire Fighter Paramedic~~, a City of Berkeley Performance Appraisal Report shall be made at the completion of the Fire Academy, ~~six (6) months after the Fire Academy~~, at twelve (12) months of actual service~~after the Fire Academy~~, and prior to ten (10) days before the end of the probationary period.

33.3 Original and promotional appointments to classes of Fire Captain II, Fire Prevention Inspector, Deputy Fire Marshal, Paramedic Supervisor I, and Fire Apparatus Operator, shall be tentative and subject to a probationary period of one (1) year of actual service.

33.4 If, before completing the required probationary period, an employee is provisionally appointed to a higher class in the same or a related series of classes, the time served in such higher class shall be counted toward completion of the probationary period in the lower class.

33.5 If the service of the probationary employee has been satisfactory to the department head, the department head shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such probationary employee in the service is desired. If such service has been unsatisfactory, the department head shall file with the Director of Human Resources such a statement, in writing, with the recommendation to the City Manager that the employee be rejected. This Agreement

does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Personnel Rules and Regulations, or any applicable policies and procedures of the fire departments or the City of Berkeley, except as expressly stated herein.

This Agreement memorializes and constitutes the entire understanding between the parties as to all matters referred to or included herein and supersedes and replaces all prior negotiations, proposed discussion, whether written or oral.

If this is your understanding of the agreement reached, please sign as indicated below.

With best regards,

Aram Kouyoumdjian
Human Resources Director

WHEREFORE, the parties by and through their authorized agents and representatives agree to the terms of this Side Letter Agreement.

AGREED TO FOR THE CITY:

AGREED TO FOR THE UNION:

Paul Buddenhagen
City Manager

Amory Langmo
President, IAFF Local 1227

APPROVED AS TO FORM:

Farimah Faiz Brown
City Attorney

January 28, 2025

EXHIBIT B

Amory Langmo
President, IAFF Local 1227
Berkeley Fire Fighters Association

Re: Letter of Understanding – Section 34.3.2

Dear Mr. Langmo:

This letter of understanding is to confirm the agreement reached between the City of Berkeley (the “City”) and Berkeley Fire Fighters Association, Local 1227 (the “Union”), regarding the above referenced matter.

The agreement is as follows: Members of BFFA Local 1227 who are assigned to a 40-hour work week will be permitted to attend pre-promotional academies if they are placed Outside the City (OSC) by their supervisor in Telestaff.

Thus, Section 34.3.2 of the MOU will be modified as follows:

34.3.2 The Academy may provide certification or diplomas for some State course(s) required to meet minimum qualifications the employee has historically been responsible for locating, paying for, and arranging their own time off to attend. The pass-through cost of any certifications or diplomas will be reimbursable through the City funds provided to the Association for education. Employees assigned to a 56-hour work week will find their own relief to attend an Academy, but shall be protected from mandatory overtime on scheduled days off during the Academy. Employees assigned to a 40-hour work week will be permitted to attend an Academy on duty if their supervisor approves and places them Outside the City (OSC) in Telestaff. If an employee accepts a shift trade or voluntary overtime during a date they are scheduled to attend the Academy, they shall not be provided time off.

This Agreement does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Personnel Rules and Regulations, or any applicable policies and procedures of the fire departments or the City of Berkeley, except as expressly stated herein.

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City Attorney

January 28, 2025

EXHIBIT C

Amory Langmo
President, IAFF Local 1227
Berkeley Fire Fighters Association

Re: Side Letter – Article 3, Section 19.4 and 19.5

Dear Mr. Langmo:

This letter of understanding is to confirm the agreement reached between the City of Berkeley (the “City”) and the Berkeley Fire Fighters Association, Local 1227 (the “Union”), regarding the above referenced matter.

The agreement is as follows:

1. During vacation selection for the 2024-2025 vacation year one shift reached five (5) vacancies per day for twenty-two (22) weeks thus triggering Article 3, Section 19.4 of the 1227 MOU. It is unknown if this section has ever been triggered before.
2. Department leadership subsequently realized it would be prohibitively difficult to track the number of vacancies and open/close vacation weeks in accordance with Section 19.4.

Thus, Article 3, Sections 19.4 and 19.5 of the MOU will be modified as follows:

19.4 A maximum of up to five (5) vacation slots per shift, shall be allowed during a vacation period ~~for twenty-two (22) vacation weeks. The maximum of four (4) vacation slots per period, per shift shall be allowed for the remainder of the vacation year. Paramedic picks will be included in this number and shall be based on seniority. Up~~ Not more than to four (4) paramedics firefighters or will be allowed off at one time.

~~19.5 Not more than three (3) Officers captains shall be allowed off during a vacation period.~~

19.5 [Omitted.]

This Agreement does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Personnel Rules and Regulations, or any applicable policies and procedures of the fire departments or the City of Berkeley, except as expressly stated herein.

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