



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: Moncia Walker, Interim Director of Human Resources
Subject: Berkeley Chief Fire Officers Association Side Letter – Battalion Coverage

RECOMMENDATION

Adopt a Resolution approving a side letter with Berkeley Chief Fire Officers Association adding Section 2.1.14 (Battalion Coverage) to the City's Memorandum of Understanding with the union.

FISCAL IMPACTS OF RECOMMENDATION

In so far that the recommendation pertains to back-filling vacant positions, associated costs will be absorbed by the department.

CURRENT SITUATION AND ITS EFFECTS

To ensure adequate battalion coverage, this side letter provides that in the event of a vacancy in the Battalion Chief classification, if all 56-hour employees are unavailable, the Fire Chief can assign an Assistant Fire Chief to perform the responsibilities of a Battalion Chief; however, the department must attempt to fill the vacancy by offering shifts to other Battalion Chiefs first, including those in an acting capacity.

As specified in the letter, the Assistant Chief can be paid no more than the maximum rate of a Battalion Chief while assigned to perform the latter's responsibilities.

BACKGROUND

The current version of the labor contract between the City and BCFOA does not contain language specifying the manner in which Assistant Chiefs can backfill Battalion Chief vacancies.

The current recommendation was 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

This recommendation ensures necessary coverage for Battalion Chief vacancies by delineating the circumstances and manner in which Assistant Chiefs can be assigned to cover Battalion Chief shifts.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

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

Attachments:

1: Resolution and Exhibit A –Side Letter with Berkeley Chief Fire Officers Association – Battalion Coverage

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

BERKELEY CHIEF FIRE OFFICERS ASSOCIATION SIDE LETTER – BATTALION
COVERAGE

WHEREAS, the current version of the labor contract between the City of Berkeley and the Berkeley Chief Fire Officers Association (BCFOA) does not contain language specifying the manner in which Assistant Chiefs can backfill Battalion Chief vacancies; and

WHEREAS, it is of paramount importance to the Berkeley Fire Department that Battalion Chief shifts be adequately staffed in the event of Battalion Chief vacancies; and

WHEREAS, there are instances when there is no availability among the cadre of career and acting Battalion Chiefs to backfill all necessary shifts in the event of a Battalion Chief vacancy;

WHEREAS, the City and BCFOA have agreed upon a side letter to add Section 2.1.14 (Battalion Coverage) to the City's Memorandum of Understanding with the union; and

WHEREAS, the newly-proposed Section 2.1.14 specifies that in the event of a vacancy in the Battalion Chief classification, if all 56-hour employees are unavailable, the Fire Chief can assign an Assistant Fire Chief to perform the responsibilities of a Battalion Chief; however, the department must attempt to fill the vacancy by offering shifts to other Battalion Chiefs first, including those in an acting capacity; and

WHEREAS, as specified in the side letter, the Assistant Chief can be paid no more than the maximum rate of a Battalion Chief while assigned to perform the latter's responsibilities;

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 Chief Fire Officers Association, which is attached hereto, made a part hereof and marked Exhibit A, to add Section 2.1.14 to the City's contract with the union and to delineate the circumstances and manner in which Assistant Chiefs can backfill Battalion Chief vacancies;

BE IT FURTHER RESOLVED that a fully executed original of said side letter is filed in the Office of the City Clerk.

Exhibit

A: Side Letter with Berkeley Chief Fire Officers Association – Battalion Coverage

January 28, 2025

EXHIBIT A

Brian Harryman
President, IAFF Local 1227
Berkeley Chief Fire Officers Association

Amory Langmo
President, IAFF Local 1227
Berkeley Fire Fighters Association

Re: Side Letter – Section 2.1: Salaries

Dear Messrs. Harryman and Langmo:

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

The agreement is as follows:

1. Members of BCFOA are permitted to fill vacancies in the battalion chief classification.

2.1.14: Battalion Coverage

To maintain fire department minimum staffing, in the event of a vacancy in the classification of Battalion Chief, and only when all fifty-six (56) hour employees qualified to fill said vacancy are unavailable, the Fire Chief may assign To address minimum staffing levels, aAn Assistant Fire Chief to fill the responsibilities of Battalion Chief. In these circumstances, the Assistant Fire Chief shall receive pay at the rate of one-hundred five dollars and fifty cents (\$105.50) per hourmaximum straight-time rate of Battalion Chief (56) per hour for each hour so assigned.

Attempts to fill the shifta minimum staffing Battalion Chief vacancy for minimum staffing levels shall first be extended to other promoted and acting Battalion Chiefs (56) and Acting Battalion Chiefs before assigning to an Assistant Fire Chiefs.

Any hours worked are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

Assistant Fire Chiefs are designated as exempt from the Fair Labor Standards Act’s overtime requirements under Section 2.6 of this MOU, nothing in this section will alter their exempt status.

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

