

# **AGREEMENT**

**Between**

**CITY OF BERKELEY**

**and**

**BERKELEY FIRE EMS PROFESSIONALS  
ASSOCIATION I.A.F.F. LOCAL 1227**

**July 1, 2023 to June 30, 2026**

RESOLUTION NO. 71,410-N.S.

MEMORANDUM OF UNDERSTANDING: BERKELEY FIRE EMS PROFESSIONALS ASSOCIATION

WHEREAS, the City is obligated under the provisions of California Government Code Sections 3500-3511, commonly referred to as the Meyers-Milias-Brown Act, to meet and confer in good faith and attempt to reach agreement with representatives of recognized bargaining units on matters within the scope of representation including, but not limited to, wages, hours, and other terms and conditions of employment; and

WHEREAS, the City seeks to adopt a new labor contract with the Berkeley Fire EMS Professionals Association; and

WHEREAS, representatives of the City and the Berkeley Fire EMS Professionals Association have met and conferred in good faith and have reached agreement on a new Memorandum of Understanding that incorporates all changes and modifications in wages, hours, and other terms and conditions of employment agreed to by the parties.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to execute the new Memorandum of Understanding for the period July 1, 2023 through June 30, 2026 with the Berkeley Fire EMS Professionals Association, including changes in certain benefits on dates specified in the Memorandum of Understanding which is attached hereto, made a part hereof and marked Exhibit A, and to make non-substantive edits to the format and language of the MOU in alignment with the parties' agreement, and conforming to legal requirements.

BE IT FURTHER RESOLVED that the Council of the City of Berkeley approves, and the City Manager is hereby authorized to effectuate, a new Classification and Salary table for EMS Professionals Association classifications that implement the salary adjustments reflected in the new MOU and supersede prior salary resolutions.

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

The foregoing Resolution was adopted by the Berkeley City Council on June 25, 2024 by the following vote:

Ayes: Bartlett, Hahn, Humbert, Kesarwani, Lunaparra, Taplin, Tregub, Wengraf, and Arreguin.

Noes: None.

Absent: None.

  
Susan Wengraf, Mayor Pro Tempore

Attest:   
Mark Numainville, City Clerk

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## **ARTICLE 1 - ADMINISTRATION**

### **SECTION 1 RECITALS**

- 1.1 This Agreement is entered into pursuant to the Meyers-Milias Brown Act (Government Code Sections 3500-3511, as amended), and has been jointly prepared by the parties.
- 1.2 The City Manager is the representative of the City of Berkeley (herein - after referred to as "the City") in employer-employee relations as provided in Resolution No. 43,397-N.S. and adopted by the City Council on October 14, 1969 and amended as of 1971, and retains management rights as provided therein unless otherwise specifically provided for in this agreement.
- 1.3 The Berkeley Fire Fighters Association, Local 1227, International Association of Fire Fighters Local 1227 Berkeley Fire Department EMS Professionals (hereinafter referred to as "the Association"), is the recognized employee organization for non-managerial uniformed EMS Professionals, which organization has been certified as such pursuant to said Resolution No. 43,397-N.S. The employee positions in such Representation Unit are set forth in Exhibit "A" attached hereto and made a part hereof. The Berkeley Firefighters Association, Local 1227, is recognized as the sole representative of employees assigned to such positions.
- 1.4 The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of the employees in the Association; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Agreement (Agreement) shall be presented to the City Council as the joint recommendation of the undersigned.

### **SECTION 2 RECOGNIZED EMPLOYEE ORGANIZATION**

- 2.1 The Association is the majority representative of all employees within non-managerial, uniformed EMS Professionals; and shall continue to be recognized as such unless, in accordance with the provisions of Resolution No. 43,397-N.S. or as said Resolution may be amended, the Association is no longer certified as the recognized employee organization for said employees.
- 2.2 Association Dues

2.2.1. Deductions: The Association shall identify an Authorized Agent who shall, in accordance with State laws, provide the City with a list of employees who have completed dues deduction authorization cards on file and the amount to be withheld from the employee's paycheck for Association dues and other Association provided benefits. The City shall deduct Association dues and premiums for approved insurance programs from the employee's pay in conformity with State and City regulations. The City shall promptly pay over to the designated payee all sums so deducted. The Association shall periodically update the City with any changes to members' dues and other benefit deductions. An exception from these deductions shall exist in situations when an employee is on a leave without pay or other unpaid status such that there is no payroll amount from which to make a deduction. The City shall continue to deduct insurance premiums and other such deductions as may be specified by the Association/employee in accordance with past practice.

2.2.2. Indemnification: The Association shall hold the City harmless, and shall fully and promptly reimburse the City for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the City or any of its agents or employees, in connection with the interpretation, application, administration or enforcement of any provision of this agreement. Such reimbursement shall include, but not be limited to, court costs, litigation expenses, and attorneys' fees incurred by the City. The City shall have the right to be represented by its own attorney in any action in which it is a named party to the action.

2.3 The City and the Association recognize this Agreement (see Glossary) as a binding and legal contract between the two parties.

### **SECTION 3 EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION STATEMENT**

3.1 The Association certifies that it has no restriction on membership based on protected class as defined by applicable state or federal law, or protected Association activity. The Association will support and assist the City in efforts to promote programs geared towards diversity, equity, & inclusion to increase recruitment efforts of individuals within protected classes into city service. The Association recognizes and supports the City's commitment to equal employment opportunity.

- 3.2 Neither the City nor the Association shall discriminate against any employee covered by this Agreement due to any status protected by state or federal law.

#### **SECTION 4 ASSOCIATION REPRESENTATIVES**

- 4.1 The City shall allow representatives of the Association, subject to the conditions set forth in Sections 4.2 and 4.3, reasonable time off from work without loss of compensation or other benefits to represent its members in disputes which involve the interpretation or application of those rules, regulations, and resolutions which have been or may hereafter be adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations, and resolutions as may be adopted by the City Council to effect this Agreement which may result from the meeting and conferring process, and to represent its members in meeting and conferring in good faith for amendments to this Agreement in the future.
- 4.2 With respect to the meet-and-confer process, two (2) Association representatives from the Berkeley Fire EMS Professionals Association and representatives from Local 1227 per Section 4 of the Berkeley Fire Fighters Association Local 1227 MOU, shall be the maximum number who will be allowed concurrent time off. For disputes as defined in Section 4.1, the maximum number allowed concurrent time off shall be two (2).
- 4.3 The representatives shall advise their chief officers through the chain of command twenty-four (24) hours in advance before leaving their work assignments, except for emergency situations which require the immediate attention of said representative, and, in such situations, the notice shall be given at the earliest possible time. In no case shall an employee leave their job without the approval of a chief officer and such approval of chief officer shall not be unreasonably denied.
- 4.4 When it is necessary to conduct an Executive Board meeting on shift, the on duty Battalion Chief shall give their full cooperation for company movement and short assignment of personnel to assure that Executive Board members on duty may attend the meeting. Executive Board meetings should not exceed two (2) per month in most circumstances.

#### **SECTION 5 PILOT PROJECTS**

During the term of this Understanding, the parties may mutually agree to discuss changes in working conditions and operational practices that may conflict with provisions of the Agreement and/or departmental operating procedures. Such discussions are not intended to conflict with SECTION 7

(Finality of Recommendations) of this Agreement. It is the intent of the parties to be able to mutually agree to try out these changes through “pilot projects” of up to one year’s duration to determine how these changes work on a day-to-day basis. If such “pilot projects” are mutually agreed to by the parties, they will be implemented during the term of the Agreement. However, both parties to the Agreement reserve their respective rights under the terms and conditions of this Agreement. The parties also recognize that changes in working conditions which conflict with the Agreement and/or departmental operating procedures may trigger a duty to bargain. If such duty to bargain is triggered, the parties reserve their respective rights under SECTION 7 (Finality of Recommendations).

## **SECTION 6 SEVERABILITY OF PROVISIONS**

- 6.1 This Agreement is subject to all current and future applicable federal and states laws and regulations, and all lawful rules, policies, and regulations of the City of Berkeley in effect at the time this Agreement is adopted, except as expressly modified by this Agreement. If any provision of this Agreement is determined to be in conflict or inconsistent with any laws, rules, and/or regulations or is otherwise held to be invalid or unenforceable, such provision may be suspended or superseded, and the remainder of this Agreement shall continue in full force and effect. If any provision is invalidated, the parties shall meet and confer in good faith regarding a replacement provision.
- 6.2 Should any City rule, regulation or policy conflict with the Agreement, the Agreement shall supersede.

## **SECTION 7 FINALITY OF RECOMMENDATIONS**

- 7.1 This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior and existing practices, understandings, or agreements, whether formal or informal, are hereby superseded and terminated in their entirety. This Agreement cannot be modified except in writing upon the mutual consent of the parties and subject to ratification by the Association and approval by the City Council.
- 7.2 Existing provisions and/or benefits provided by ordinance or resolution of the City Council or as provided in the Municipal Code and which are referred to in this Agreement shall be provided in accordance with the terms of this Agreement.
- 7.3 There is no guarantee that working conditions and practices will be continued if they are not included in this Agreement or if they have not been or are not hereafter specifically authorized by ordinance or by a resolution of the City Council.

## **SECTION 8 DURATION**

- 8.1 The term of this Agreement shall go into effect upon adoption by the City Council to cover a three-year period commencing July 1, 2023. This Agreement and all its rights, obligations, terms and provisions shall expire and otherwise be fully terminated at 2359 hours June 30, 2026.

## **ARTICLE 2 - SALARIES, HOURS OF WORK AND COMPENSATION ISSUES**

### **SECTION 9 PAYROLL ADMINISTRATION**

- 9.1 All changes in pay rate will go into effect at the beginning of a pay period and stay in effect until the last day of a pay period if they are a result of the following:
  - 9.1.1. Application of a cost of living adjustment;
  - 9.1.2. Step increases;
  - 9.1.3. Retroactive adjustments;
  - 9.1.4. Implementation of CalPERS options;
  - 9.1.5. Change of employee's status from career to hourly or vice versa;
  - 9.1.6. Promotion or demotion;
- 9.2 If the pay rate change is triggered by an event which occurs during the course of a pay period, the change in pay rate will become effective on the first day of the following pay period.
- 9.3 For pay purposes of calculating annual pay, the City will utilize the IRS definition of "end of the year" which is the close of the last City pay period for which the payday falls within the calendar year. See Glossary for additional explanation.

### **SECTION 10 SALARIES**

- 10.1 Matrix of Comparable Cities: The City and Association agree to compare and discuss total compensation as part of the next MOU negotiations. At the beginning of each negotiations cycle, the City and the Association agree to meet and confer about determining which agencies will be surveyed as comparables no later than the first MOU negotiations meeting of that cycle.
- 10.2 Salaries are set according to the classifications and salary ranges assigned to those classifications as listed in Article 10 of this MOU.
- 10.3 Effective September 12, 2023, there shall be two pay scales for the classification of Paramedic.

10.4 Employees employed within the classification of Paramedic as of June 30, 2023, shall be assigned to Salary Table 1, which shall be as follows:

<b>Salary Table 1</b>	
<b>Step 1</b>	\$30.0000
<b>Step 2</b>	\$31.5597
<b>Step 3</b>	\$33.2004
<b>Step 4</b>	\$34.9265
<b>Step 5</b>	\$36.7423
<b>Step 6</b>	\$38.6525
<b>Step 7</b>	\$40.6620
<b>Step 8</b>	\$42.7759
<b>Step 9</b>	\$45.0000

10.5 Employees within this salary table shall not be eligible for salary adjustments in accordance with Section 10 of this Agreement. However, employees who are not at Step 9, shall continue to receive step advancements in accordance with Section 10 of this Agreement.

10.6 Employees within Salary Table 1 shall remain in this salary table until they have left the classification either through promotion, demotion, or termination. Once an employee has left this salary table, they shall not have return rights this salary table and will be placed at a salary step within Salary Table 2 which represents the salary that is closest to their former salary on Salary Table 1.

10.6.1. Employees employed within the classification of Paramedic (R) on or after July 1, 2023, shall be assigned to Salary Table 2, which shall be as follows:

<b>Salary Table 2</b>	
<b>Step 1</b>	\$30.0000
<b>Step 2</b>	\$31.2500
<b>Step 3</b>	\$32.5000
<b>Step 4</b>	\$33.7500
<b>Step 5</b>	\$35.0000
<b>Step 6</b>	\$36.2500
<b>Step 7</b>	\$37.5000
<b>Step 8</b>	\$38.7500
<b>Step 9</b>	\$40.0000

- 10.7 Once Step 9, within Salary Table 2, for the classification of Paramedic (R) has met or exceeded the top step of Salary Table 1, or all of the employees within Salary Table 1 have left the classification or the City, the two classifications will be combined into the Paramedic (R) classification and Salary Table 2 shall become the Paramedic salary table.
- 10.8 Effective the first full pay period after Council approval, employees on Salary Table 2 shall receive a three percent (3.0%) wage increase.
- 10.9 Effective the second full pay period in July 2024, employees on Salary Table 2 shall receive a three percent (3.0%) wage increase.
- 10.10 Effective the first full pay period in July 2025, employees on Salary Table 2 shall receive a three percent (3.0%) wage increase.
- 10.11 Step Increases: Employees will be placed in the salary schedule reflected in Table 1 and Table 2 according to the chart shown below based on the employee’s anniversary date subject to the exception in Section 10.12 for extended unpaid leaves of absence. The time necessary to move from one salary step is expressed in months of service on the chart below:

<b>Classification</b>	<b>Length of Service</b>	<b>Salary Step</b>
EMT & Paramedic	0 to 6 months	Step 1
EMT & Paramedic	Beginning month 7 through completion of month 12	Step 2
EMT & Paramedic	Beginning month 13 through completion of month 18	Step 3
EMT & Paramedic	Beginning month 19 through completion of month 24	Step 4
EMT & Paramedic	Beginning month 25 through completion of month 36	Step 5
EMT & Paramedic	Beginning month 37 through completion of month 48	Step 6
EMT & Paramedic	Beginning month 49 through completion of month 60	Step 7
EMT & Paramedic	Beginning month 61 through completion of month 72	Step 8
EMT & Paramedic	Beginning month 73 and subsequent months	Step 9

- 10.11.1. An employee who promotes to any higher classification covered by this Agreement will be placed at the appropriate salary step based on length of service with the Berkeley Fire Department.
- 10.12 An employee's pay increase shall not be affected by any leave of absence without pay if the employee is off the payroll for less than one hundred sixty consecutive hours for employees assigned to a forty hour work week. If the employee is off the payroll for one hundred sixty consecutive hours for employees assigned to a forty hour work week, the total amount of time off shall be made up before the employee shall be entitled to such pay increase, except that employees on approved parental leave or military leave are exempt from such requirement. Employees must receive an overall evaluation of "meets requirements" in order to advance to the next step in the salary range.
- 10.13 Any employee occupying a position which is reallocated to a class, the maximum salary for which is less than the incumbent's present salary, or any employee occupying a position in a class for which the salary rate or range is reduced, shall continue to receive their present salary. Such salary shall be designated as "Y" rate. When an employee on a "Y" rate vacates their position, subsequent appointments to that position shall be made in accordance with Section 10.11.
- 10.14 Payment of salaries herein established shall be bi-weekly. Each pay period shall begin at 8:01 a.m. Sunday, up to and including 8:00 a.m. Sunday, two weeks following. Each payment shall be made not later than the Friday following the ending of each payroll period and shall include payment for all earnings during the previous payroll period.
  - 10.14.1. The City has no plans to change the practice of paying employees their annual salary in equal amounts each pay period but if it should become unfeasible to continue this practice, the City will meet and confer with the Association regarding changes to the present practice.
  - 10.14.2. For employees on a forty (40) hour week, the hourly rate shall be the quotient of the annual salary (12 times the monthly salary) divided by 2,080 hours carried to four (4) decimal places.

## **SECTION 11 PRIOR EXPERIENCE SALARY PLACEMENT**

- 11.1 Experience Incentive: Employees occupying a full-time position in the competitive service shall be paid a salary or wage within the range established for that position's class as set forth in Article 10 for the appropriate date of appointment. The minimum rate for the class shall apply to employees upon original appointment of the position, except in cases when an employee has prior full-time paid experience as a 911 EMT or Paramedic assigned to an ambulance. Experience credit may be made at a salary step or pay schedule above the entry level that is commensurate with the appointee's collective years of service in one or both classifications defined above.
- 11.2 No salary advancement shall be made so as to exceed the maximum rate established for the class to which the advanced employee's position is allocated. Advancement shall be in accordance with the compensation plan of the City and shall depend upon increased service value of an employee to the City as exemplified by recommendations of the department head, performance record, special training, length of service, and other pertinent factors.

## **SECTION 12 CERTIFICATION, SKILL, AND EDUCATION INCENTIVES**

### 12.1 License Reaccreditation Bonus

- 12.1.1. Paramedic: An employee who completes the paramedic reaccreditation process and submits a City Reaccreditation Form along with proof of a renewed California paramedic license and completion of Alameda County EMS requirements within the effective period of the new paramedic license will be given an allowance of \$1,500. Employees who are on probation may submit for reimbursement for a reaccreditation that occurs on probation once they become permanent.
- 12.1.2. EMT: An employee who completes the EMT reaccreditation process and submits a City Reaccreditation Form along with proof of a renewed California EMT license and completion of Alameda County EMS requirements within the effective period of the new EMT license will be given an allowance of \$750. Employees who are on probation may submit for reimbursement for a reaccreditation that occurs on probation once they become permanent.

### 12.2 Paramedic Field Training Officer (FTO)

12.2.1. EMTs and Paramedics may be assigned as a Field Training Officer (FTO) by the Fire Chief or their designee. Employees assigned as FTOs shall be compensated at a rate of 10% above base pay for that employee's rank for hours worked on the ambulance as an FTO.

12.2.1.1. This FTO Premium will be reported to CalPERS as Training Premium. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

### 12.3 Emergency Medical Service Advanced Certification Differentials

12.3.1. Effective the first full pay period following Council ratification of this MOU employees who obtain and maintain Alameda County status as a preceptor or equivalent as determined by the Fire Chief, will receive a pay differential of two percent (2%) above the employee's base rate of pay.

12.3.1.1. This Preceptor Premium will be reported to CalPERS as Training Premium. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

12.3.2. Effective the first full pay period following January 1, 2025 employees who obtain a Pediatric Advanced Life Support (PALS) certification or equivalent as determined by the Fire Chief, will receive a pay differential of two percent (2%) above the employee's base rate of pay. The PALS differential will be provided the first pay period following graduation from the Berkeley Academy.

12.3.2.1. This PALS Premium will be reported to CalPERS as Educational Incentive Premium. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

12.3.3. Effective the first full pay period following January 1, 2026 employees who obtain Advanced Cardiac Life Support (ACLS) certification or equivalent as determined by the Fire Chief, will receive a pay differential of two percent (2%) above the employee’s base rate of pay. The ACLS differential will be provided the first pay period following graduation from the Berkeley Academy.

12.3.3.1. This ACLS Premium will be reported to CalPERS as Educational Incentive Premium. However, any hours worked on overtime are excluded from CalPERS reported “compensation earnable” in California Government Code Section 20635.

12.4 Longevity Pay

12.4.1. Effective the first full pay period after Council approval, the City will provide employees with longevity pay according to the following schedule:

Beginning Year	Longevity Percentage
12 <sup>th</sup> Year (completion of 11 years)	4.0%
15 <sup>th</sup> Year (completion of 14 years)	4.0% (Total of 8%)
20 <sup>th</sup> Year (completion of 19 years)	4.0% (Total of 12%)

12.4.2. Eligible service is for years worked in a classification represented by the Association. These differentials shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.

12.5 Career Development Incentive Program

12.5.1. Effective the first full pay period in January 2019, the City agrees to pay the following hourly amounts from the first full pay period in January through the last full pay period in December for persons achieving the following levels of combined education, training, and longevity under the Career Development Incentive Program set forth in a Career Development General Order achieved in the prior calendar year:

12.5.1.1. Level 1: \$0.085/hour

12.5.1.2. Level II: \$0.17/hour

12.5.1.3. Level III: \$0.26/hour

12.5.1.4. Level IV: \$0.34/hour

12.5.2. These hourly amounts shall be increased by a factor of 1.4 for any full pay periods working a 40 hour per week assignment during the employee's year of eligibility. The specific criteria and applicable procedures for eligibility and payment are set forth in the Career Development General Order. Future changes to the criteria, timing and/or requirements under the Career Development Incentive Program and/or elimination of the Program are subject to applicable meet and confer.

## 12.6 Bilingual Premium Pay

12.6.1. The Fire Chief may make a Bilingual Premium Pay Differential of two percent (2%) for an employee assigned occasionally to provide non-English language services, including Braille and sign language, when either a) assigned by management, or b) at the request of the employee with the supervisor's agreement, or, c) after a job audit will receive a Bilingual Premium Pay Differential of 2%. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment.

12.6.1.1. The Bilingual Premium Pay Differential of 2% will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

12.6.2. The Fire Chief will accept applications from employees wishing to apply for a bilingual differential in the first quarter of each year, or within the first three (3) months of employment. Employees may be tested at the Fire Chief's discretion.

12.6.3. The bilingual premium will not be applicable under any circumstances except to an employee who possesses second language competency. Management reserves the right to test for second language appropriate competency prior to a Bilingual Premium Pay Differential.

## 12.7 Administrative Assignment Premium Differentials

- 12.7.1. With the exception of employees assigned to modified duty as a reasonable accommodation, employees assigned by the Fire Chief or designee to a special assignment within an administrative division will receive a five percent (5%) Premium Differential above their base pay. If the special assignment will exceed one hundred twenty (120) calendar days, then the Premium Differential will be ten percent (10%) above their base salary from either the first day of the assignment or retroactive to the first day of the special assignment. Employees assigned as Recruit Training Officers shall receive a ten percent (10%) differential during the entire duration of that assignment. An employee shall not receive said differential if assigned to a 40-hour week for training and/or for modified duty assignment.

### **SECTION 13 PAYROLL ERRORS**

- 13.1 To ensure that system or other errors which affect an employee's pay are processed in an efficient and effective manner, the City shall notify the affected employee(s) as soon as practicable. Payroll errors detected by an employee shall, as soon as practicable, be communicated to the employee's Battalion Chief or Division Manager. The Battalion Chief or Division Manager shall notify the department Payroll Clerk. In the case of underpayments, the Payroll Clerk shall submit the appropriate adjustments as soon as practicable.
- 13.2 Payroll errors identified by the Auditor will be communicated to the employee either directly by Auditor staff or through the Deputy Chief. Underpayments will be processed as soon as practicable.
- 13.3 In the event of an overpayment, the Auditor's Office will determine a reasonable proposed repayment schedule and inform the employee of the proposed schedule directly, or through the Deputy Fire Chief. The affected employee shall be given an opportunity to discuss the schedule of repayment and, if necessary, to request an adjustment to the repayment schedule as a needed and reasonable accommodation. Factors considered in determining a reasonable accommodation for repayment of wages include, but are not limited to, the length of time the overpayment has occurred, the amount of the overpayment, the employee's normal salary, and other financial obligations of the employee. In the event the employee declines to agree to the City's proposed repayment schedule, the City reserves its right to pursue all legal means available to recover the overpayment.

### **SECTION 14 HOURS & DAYS OF WORK / ALTERNATE WORK SCHEDULE PROGRAM**

14.1 Hours and days of work shall be governed by rules established by the City Manager and the Department Head. The present work schedule shall be maintained during the term of this Agreement.

14.2 Daylight Saving Time

14.2.1. **Spring:** In the Spring when transitioning to Daylight Saving Time (DST), employees working during the one (1) hour transition from Standard Time to DST will be paid only for actual hours worked. Employees working on a shift which includes the one (1) hour transition may be granted an option by the Fire Chief or their designee, to work an additional hour or use compensatory time, floating holiday, or vacation to make up for the lost work hour.

14.2.2. **Fall:** In the Fall when transitioning from DST, employees working during the one (1) hour transition will be paid for all hours worked including overtime at one and one-half (1½) times the straight-time rate of pay for hours worked in excess of the regular workweek as set forth in Section 14 (Acting in Higher Class) of this Agreement.

**SECTION 15 OVERTIME**

15.1 Overtime for employees covered by this Agreement shall be defined as that time which the employee is required to do work during their day off, off-shift, or other scheduled time off during the tour of duty.

15.2 The overtime rate shall be one and one-half (1½) times the straight time rate based upon regular monthly salary at the hourly rate to which the employee is entitled under this Agreement at the time they work the overtime.

15.3 For the purpose of computing overtime, the workweek shall be defined as beginning at 8:01 a.m. Sunday morning and ending the following Sunday.

15.4 Overtime for activities (i.e., training, CERT classes, community meetings) not related to ambulance staffing or emergency callbacks require the Deputy Fire Chief's approval in advance.

15.5 Call-Back

15.5.1. Employees who are called back to work by the department for normal staffing needs (i.e., during non-emergency times), shall be paid overtime compensation only for actual time worked, commencing upon reporting for duty.

15.5.2. **Emergency Call-Back** - an employee who is required to report to work for an emergency will be paid for travel time.

15.5.3. In any case of emergency call-back when an employee responds, the minimum time for which such overtime compensation shall be paid will be four (4) hours.

#### 15.6 Overtime Practices

15.6.1. The Department will adhere to the overtime hiring procedures and policy as stated in the Overtime General Order.

#### 15.7 Holding Over After Shift Change

15.7.1. At or before 8:00 a.m. on the day of shift termination, the Battalion Chief or their representative shall notify any personnel who is to be held over to await arrival of replacement personnel. Any personnel not so notified is deemed to have been released at 8:00 a.m.

15.7.2. Any personnel so notified who are held over shall be compensated at the overtime rate for any time held over beyond 8:00 a.m.

### **SECTION 16 COMPENSATORY TIME**

16.1 An employee may request compensation for overtime by compensatory time off or by payment. The department head shall consider the employee's preference. Whether the employee shall be compensated for overtime by compensatory time or by payment shall be at the sole discretion of the employee's department head.

16.2 For the purposes of this Agreement the term "Compensatory Time" shall mean the same as the term "Due Time".

16.3 Compensatory time shall not accumulate in excess of sixty (60) overtime hours worked which is the equivalent of ninety (90) hours of compensatory time.

16.4 In the event an employee resigns or is terminated, the employee shall be paid for all accrued compensatory time.

### **SECTION 17 USE OF AUTOMOBILES**

- 17.1 The City Manager shall govern the use of City-owned automotive equipment and privately-owned automotive equipment by such rules and regulations as they may establish. Compensation shall be given in the form of a cash allowance in the amount established by the Internal Revenue Service.

## **SECTION 18 COURT PAY**

- 18.1 An off-duty employee, who is subpoenaed to appear in court in cases in which the City is a party, or as a witness for criminal acts or civil torts that were witnessed on duty, shall be compensated at one and one-half (1½) times his or her regular straight-time rate for all hours the employee is so ordered to appear.

## **ARTICLE 3 - LEAVES**

### **SECTION 19 VACATION**

- 19.1 All employees who have worked for the City six (6) months or more and have worked half-time or more in the preceding year shall be entitled to vacation leave. Vacation will be used in full shifts.
- 19.2 For employees on the 24/72 schedule, a vacation period shall consist of one 24-hour shift.
- 19.3 Employees will choose vacation by seniority on each shift. Annual vacation picks may be scheduled at any time between January 5 and the last day of February, at the discretion of the Fire Chief. It is understood that the City has the necessity to evenly allocate vacation time throughout the calendar year in order to meet staffing obligations and maintain a manageable overtime liability. Therefore, the City may, after consultation with the Association, but at its sole discretion, schedule vacations on a flexible basis. If assignment of vacations is necessary, the principle of seniority shall prevail insofar as possible.
- 19.4 A maximum of up to two (2) vacation slots per shift, shall be allowed. Up to one (1) paramedic and one (1) EMT will be allowed off at one time.
- 19.5 Except in cases of emergency declared by the Fire Chief, employees shall not be allowed to work while on vacation. If an employee works on a day when vacation or incremental time off was approved, the number of hours worked will be coded as straight time and the equivalent number of vacation time will be credited.
- 19.6 An employee placed on workers' compensation leave, modified duty, special assignment or sick leave shall have their vacation tour or incremental time off opened up to other eligible staff in order of seniority. This will be done as soon as it is reasonably determined the member will not be returning to a work and no later than 1000 hours of the shift prior to the employee's scheduled vacation tour or shift.
- 19.7 The vacation accrual schedule is as follows:

<b>Years of Service</b>	<b>Vacation Accumulation</b>
Through the first five (5) years of service	2 Vacation Periods

	80 hours
Six (6) through eleven (11) years of service	3 Vacation Periods
	120 hours
Twelve (12) through eighteen (18) years of service	4 Vacation Periods
	160 hours
Nineteen (19) through twenty-four (24) years of service	5 Vacation Periods
	200 hours
Twenty-five (25) and subsequent years of service	6 Vacation Periods
	240 hours

19.8 Prior Experience Vacation Accrual Rate at Time of Appointment: Employees shall accrue and be eligible to take Vacation Leave at a rate commensurate with their years of experience as a full-time paid 911 paramedic, as defined in Section 19.7 (Vacation Accrual Table). However, such leave accrual shall be prospective. Vacation privileges associated with seniority from prior employment in another agency shall not apply in Berkeley.

19.9 Employees shall earn vacation leave according to the following schedule:

Hours of Vacation Leave Earned For Each Hour of Service	
Vacation Periods Earned Per Year	40 Hours/Week
2	.0385
3	.0577
4	.0769
5	.0962
6	.1154

- 19.9.1. Each employee shall be entitled to take, during their first two (2) full years of City employment, only such annual vacation leave as the employee earns; provided, however, that no employee with less than six (6) months of service shall be entitled to take earned vacation leave.
- 19.10 For an employee who has worked on a part-time or intermittent basis or has been on leave of absence without pay for a total of six (6) months, or more, or who has been terminated and subsequently reemployed, the actual years of service with the City shall be used for the purpose of computing length of service in determining eligibility for vacation at the three (3), four (4), five (5) and six (6) vacation period rate.
  - 19.10.1. Employees working on an intermittent or part-time basis who have worked half-time or more in the preceding twelve (12) months without termination shall be entitled to a prorated vacation leave based upon the actual years of service with the City and upon the actual amount of time worked in the preceding calendar year.
  - 19.10.2. For the purpose of computing length of service in determining eligibility for vacation at the three (3), four (4), five (5) or six (6) vacation period rate, time spent on extended military leave or parental leave shall be counted as time spent in the service of the City.
- 19.11 Employees can carry over from one vacation year (see Glossary) to the next, no more than eight (8) vacation periods of earned vacation.
- 19.12 Not later than November 1st of each year, the City will notify each affected employee whose earned vacation is projected to exceed eight (8) weeks by the end of the vacation year (see 0 Glossary). By November 30th, those employees with projected excess vacation will submit to the Deputy Chief a proposal for use of that projected excess vacation prior to the end of the vacation year. An employee who has attained maximum accumulation may be required to take all projected excess earned vacation or receive pay in lieu thereof, at the option of the City. Such time off shall be scheduled in accordance with the provisions of the Leave Requests General Order and this Agreement.

- 19.13 An employee who is anticipating retirement in the next vacation year will not be forced to use accumulated vacation time in the last year of employment. An employee may request to sell the vacation to the City and the City will honor that request, provided that 1) the employee sends an email to the Fire Chief through the Chain of Command indicating the intent to retire, and 2) this requirement that the City buy the employee's vacation will be in effect for one (1) year maximum.
- 19.14 An employee who has returned from extended military leave or any other extended leave of absence without pay or who has been reemployed or reinstated shall be entitled, during the calendar year in which the employee returns to the City service, to a prorated vacation based upon the total years of service with the City and upon the total number of months of actual service with the City during the said calendar year. For succeeding calendar years, vacation shall be as provided in this Section.
- 19.15 An employee who is granted a leave of absence without pay and who is off the payroll for less than one hundred sixty (160) consecutive hours for employees assigned to a forty (40) hour work week shall be entitled to a full vacation. If such an employee is off the payroll for one hundred sixty (160) or more consecutive hours for employees assigned to a forty (40) hour work week the employee's vacation shall be as provided in Sections 19.7 and 19.9.
- 19.16 If, after six (6) months of continuous service, an employee dies, is terminated, or is granted an extended military leave, or other extended leave of absence without pay, such employee, or their estate, shall be paid for earned vacation periods in excess of the actual amount of vacation leave taken or such employee, or his or her estate, shall reimburse the City for the actual amount of vacation taken in excess of vacation leave earned, as the case may be.
- 19.17 Upon termination, extended military leave, or other extended leave of absence without pay, if the employee's vacation balance is positive, such employee, or his or her estate, shall be paid for the excess of credits on the basis hereinafter set forth. If the vacation balance is negative, such employee, or his or her estate, shall, on the same basis, reimburse the City or the City may deduct the balance due from the employee's salary due, deferred compensation, accrued floating holidays, holiday pay due, compensatory time due or sick leave, in the listed order of priority.
- 19.18 The basis for such payment by the City or for such reimbursement to the City shall be as follows:

- 19.18.1. The employee's regular hourly salary, as defined in the Glossary at date of termination, extended military leave, or other extended leave of absence without pay, multiplied by the excess of vacation leave hours earned or vacation leave hours taken, as the case may be.
- 19.19 Upon retirement, termination or extended military leave, employees shall be paid one hundred percent (100%) of all unused vacation which they earned, banked, or held over.
- 19.20 Employees shall accrue vacation leave credits for only those hours in which the employee is on the payroll and receiving pay.
- 19.21 Vacation Buy Back
  - 19.21.1. Vacation buy back shall be done at the time of vacation picks, but prior to the vacation selection process. The buyback shall be done in order of seniority, by shift, similar to vacation selection. Employees have the option to sell some of their vacation back to the City at this time. Employees may sell in increments of one (1) week at a time during each round.
  - 19.21.2. Employees may sell up to half ( $\frac{1}{2}$ ) of their earned vacation, including any vacation carry-over.
  - 19.21.3. For purposes of computing earned vacation, time may be counted up to the end of the second paycheck in February of the current year. Employees will be paid only for vacation time actually earned up to the time of buy back payoff.
  - 19.21.4. Only whole weeks shall be counted for vacation buy back. For example, seven (7) weeks, twenty-one (21) hours would count as seven (7) weeks of earned vacation.
  - 19.21.5. The City will allow up to twenty (20) weeks of vacation buy back per shift for personnel covered by this Agreement for a given vacation year. Once that number has been reached no further vacation buy back request shall be honored.
  - 19.21.6. Employees will be paid in March for vacation sold back to the City at the beginning of the vacation year, but in no event sooner than the first pay period after the fiscal year's budget is approved.

19.22 The Fire Department, at its discretion, may allow incremental vacation to be taken on short notice, in excess of the maximum number of vacation spots selected, when in the opinion of the Fire Chief or their representative, there are extra personnel working who are able to provide relief and the employee's absence will have no adverse impact on any departmental or employee training program or other activity which is scheduled.

## **SECTION 20 HOLIDAYS**

20.1 All employees represented by the Agreement shall be paid additional compensation for the holidays hereinafter enumerated at the straight time salary rate based upon their regular monthly salaries. Employees who are regularly scheduled to work forty (40) hours per week will receive eight (8) hours of holiday pay. The holidays to which this provision applies are:

- 20.1.1. New Year's Day
- 20.1.2. Martin Luther King, Jr. Birthday (3rd Monday in January)
- 20.1.3. Lincoln's Birthday
- 20.1.4. Washington's Birthday
- 20.1.5. \*International Women's Day - March 8 of each year
- 20.1.6. Malcolm X's Birthday
- 20.1.7. Memorial Day
- 20.1.8. Juneteenth National Independence Day – Observed on the Monday or Friday nearest to June 19
- 20.1.9. Independence Day
- 20.1.10. Labor Day (observed on the first Monday in September)
- 20.1.11. Admission Day
- 20.1.12. Indigenous People's Day (observed on the second Monday in October)
- 20.1.13. Veterans' Day
- 20.1.14. Thanksgiving Day
- 20.1.15. The day after Thanksgiving Day

20.1.16. Christmas Day

20.1.17. Any other special holiday as declared by the City Manager

20.2 \*If, during the life of this contract, the City agrees to give International Women's Day as a holiday to other City Employees, in addition to the Holidays listed herein, one (1) additional floating holiday will be credited for members represented by the Association.

20.3 If any other represented bargaining unit receives an additional holiday above fifteen (15) holidays, the City agrees to grant an additional holiday to the Berkeley Fire Fighters Association.

## **SECTION 21 SICK LEAVE**

21.1 An employee shall be entitled to take sick leave with full pay in case of sickness, disability or serious illness of that employee or within the immediate family of the employee.

21.2 Each employee shall be credited with one (1) sick leave day (see Glossary) with full pay for each month of service, provided that each employee shall be credited with two (2) sick leave days with full pay for each month of service during the seventeenth (17th) year of employment and thereafter.

21.3 For purposes of this Section, a month of service shall mean thirty (30) consecutive calendar days in the case of employees working on a full-time or part-time basis and shall mean one hundred seventy three (173) hours of work in the case of employees working in a forty (40) hour per week assignment or two hundred forty three (243) hours for employees on an intermittent basis. Provided that effective upon the implementation of necessary data processing and programming changes, actual accrual of sick leave will be based upon those hours in which the employee was on the payroll and receiving pay.

21.4 An employee working on a part-time basis shall be entitled to use earned sick leave only on a pro rata basis; for example, if an employee works half-time, the employee shall be paid for time off on sick leave on half-time basis.

21.5 An employee who works on an intermittent basis shall be entitled to use earned sick leave only for those days on which the employee would have worked if the employee had not been sick; provided, however, that an employee working on an intermittent basis who works only when called shall be entitled to use earned sick leave only when the employee becomes sick after reporting to work in response to such call.

21.6 Such sick leave as provided in Section 21.2 when not used shall be cumulative, but the accumulated, unused period of sick leave, beginning in 1990, shall not exceed the following schedule:

<b>For 40-hour A Week Employees</b>
base - 1200 hrs.
1st year - 1296 hrs.
2nd year - 1392 hrs.
3rd year - 1488 hrs.
4th year - 1584 hrs.
(and so on, as described in the next paragraph)

- 21.7 The previously established maximum accumulation level of 1200 hours for 40-hour a week employees may at the employee's option, be increased by up to 96 hours each year following the year when the employee reaches 1200 hours.
- 21.8 In each year following that 1200 hour base year, the employee may, on a form provided by the City, elect to receive pay for excess sick leave or may elect to increase their sick leave accumulated base by the 96 hours and take any additional excess sick leave in pay at the following prescribed rate: employees who choose to increase their sick leave accumulated base by the 96 hours will receive 50% pay off rate in March; employees who choose to receive pay out for excess sick leave over the base, and do not exercise the option of increasing their accumulated sick leave base by 96 hours in any particular year, will be paid for excess sick leave at the 38% pay off rate in March.
- 21.9 Forms, provided by the City along with projected excess sick leave balances, shall be distributed to affected employees by February of each year and shall be returned to the City by February 15th. If an employee uses part of an established "sick leave maximum accumulation level", the employee may replenish the used portion at the applicable rate provided in Section 21.2.
- 21.10 Determination of eligibility for such payment shall be made on an annual basis, and payment for such sick leave for any calendar year shall be made during the month of March each year. Such payment shall be made at the employee's regular monthly salary rate in effect on the last day of the first pay period to end in March. An employee shall be eligible for this provision whether or not the employee is on the payroll as of the last day of the first pay period to begin and end in March.
- 21.11 All accumulated sick leave shall be canceled without pay when an employee terminates or is terminated. ..Sick leave shall not be considered as a privilege which an employee may use at their discretion but shall be allowed only in case of sickness or disability or in the case of serious illness within the immediate family of the employee. Not more than twelve (12) sick leave days in any calendar year may be taken because of the illness of a member of the employee's immediate family, except if leave is taken as part of an approved Family Medical Leave (FMLA). The immediate family of an employee, for the purpose of this Section, shall be defined as: child or dependent residing in the employee's household or spouse, domestic partner, son, daughter or parent.

- 21.12 No sick leave shall be allowed for time off for an injury incurred while working for another employer, provided that such injury is covered by the Workers' Compensation laws of the State of California, and no other provision for payment for time off because of injury is made by such other employer. In the event such injury is not covered by the Workers' Compensation laws of the State of California and no other provision for payment for time off because of such injury is made by such other employer, sick leave in accordance with the provisions of this Section shall be allowed only if such outside employment has been approved by the City.
- 21.13 In order to receive compensation while absent on sick leave, the employee shall notify the on-duty supervisor one (1) hour prior to the commencement of the employee's assigned shift. The reasons why an employee is off on sick leave is considered to be a matter of some privacy. Therefore, only the type of leave (sick leave or family sick leave,) shall be noted to the Station Officer, and recorded in station and dispatch logs.
- 21.14 The employee must inform the Battalion Chief or Division Manager as to the nature of the illness. This is to be done via e-mail in a short format no later than two (2) hours after the employee reports for work. Records of such information will be kept confidential within the Fire Department office. The Battalion Chief or Division Manager may use such information to initiate further action as circumstances or details warrant.
- 21.15 If an illness or injury is anticipated to continue for more than two (2) 24-hour shifts, it shall be reported immediately to the Battalion Chief or Division Manager via telephone.
- 21.16 An employee who is granted a leave of absence without pay and who is off the payroll for less than two (2) pay periods shall receive earned sick leave credit. If an employee is off the payroll for two (2) or more successive pay periods, the employee shall not earn sick leave credit for each two (2) successive pay periods that they are off the payroll.
- 21.17 The City may establish a reasonable program for the control of abuse of sick leave and absenteeism, subject to Association review and comment.
- 21.18 Accumulated unused sick leave which has been canceled by reason of any employee's termination shall be credited back to such employee if they return to City of Berkeley employment within two (2) years of such termination.

21.19 The City and Association agree that for every six (6) months of uninterrupted nonuse of sick leave, a 40-hour per week employee will receive eight (8) hours of bonus time. A Workers Compensation leave of absence from work pursuant to workers' compensation is counted as an absence from work in the same manner as sick leave for the purpose of this bonus, except for partial day absences due to a prescribed follow-up physical therapy or medical appointment (Payroll Code M0) for a Workers' Compensation claim which absences shall not disqualify an employee from the sick leave bonus described in this paragraph. Such bonus time can be used for any leave purpose covered by this Agreement and may, in addition, be used as emergency personal leave.

21.20 The Department shall track sick leave bonus time separately. Sick leave bonus time accrual will not exceed 300 hours plus the current calendar year accrual. At the end of the calendar year, excess sick leave bonus time will be converted to vacation leave and the rules regarding maximum vacation leave accrual will apply.

21.21 The use of sick leave bonus time for emergency personal reasons shall not interrupt the earning cycle of sick leave bonus as long as the time being requested is not for use as sick leave or family sick leave. Requests for emergency personal time off shall be directed through the Company Officer to the Battalion Chief or Division Manager. Such leave time may be taken in one (1) hour increments; however, the Battalion Chief shall be advised of the expected time of return to work as soon as possible and in no case later than four (4) hours from the time reported off. Upon the return of the employee, the Battalion Chief or Division Manager may require a written explanation of the circumstances.

## **SECTION 22 WORKERS' COMPENSATION**

22.1 All employees shall be entitled to such compensation as may be allowed pursuant to the applicable provisions of the Workers' Compensation Insurance and Safety Act of the State of California, specifically Labor Code Sections 4850 et seq.

## **SECTION 23 BEREAVEMENT LEAVE**

- 23.1 In the case of death within the immediate family of an employee, such employee shall be entitled to be absent from duty with pay for up to 48 hours (two shifts) for employees assigned to the ambulance schedule and up to five eight-hour days for employees on a 40 hour per week administrative work schedule. Employees assigned to the ambulance schedule may be additionally absent from duty without pay due to the death of a family member for up to 72 hours (three shifts). For the three unpaid shifts of bereavement leave, an employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.
- 23.2 The immediate family of an employee, for the purpose of this Section, shall be defined as spouse, domestic partner, parent, sibling, child, grandparent, aunt, uncle, parent-in-law, sibling-in-law, child in-law, and grandchildren or dependent residing within the household.
- 23.3 Days of bereavement leave need not be consecutive but the bereavement leave shall be completed within three months of the date of death of the family member
- 23.4 If requested by the Fire Chief or designee, the employee, within 30 days of the first day of the leave, shall provide documentation of the death of the family member. As used here, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.
- 23.5 Discretionary Approval: An employee may submit a request for additional time off as vacation or compensatory time to attend to the death of a family member.

## **SECTION 24 MILITARY & MARITIME LEAVE**

- 24.1 Military and Maritime Leave shall be governed by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), regulations implementing USERRA and the California Military & Veterans Code.

## **SECTION 25 PARENTAL LEAVE**

- 25.1 A continuous leave of up to one (1) year will be granted to any employee with one [2080 hours for a 40-hour employee] or more years of employment with the City (or equivalent in the case of part-time employees) upon the birth of a child or the legal adoption of a child who is five (5) years or younger, providing that:

- 25.1.1. An employee wishing to exercise their rights under this provision must provide the City with at least thirty (30) day notice prior to the anticipated commencement date of the parental leave, and that one (1) year parental leave must commence no later than thirteen (13) months from the date of birth or adoption and must expire no later than twenty-five (25) months from the date of the birth or adoption.
- 25.1.2. The employee, at their option, may request that all or any portion of sick leave days (see 0 Glossary) or vacation leave days (see 0 Glossary) or other accumulated compensatory time that they accumulated be paid in the same manner as it would if they had been absent due to illness or vacation during the leave. In the event both parents are employed by the City, nothing in Administrative Regulation 2.4 (Family Care Leave) shall prohibit both employees from taking simultaneous parental leave.
- 25.1.3. During approved parental leave, after all earned leaves are exhausted, the City agrees to maintain life and health insurance coverage for twelve (12) months subject to any regular participation requirement of the employee. Thereafter the City agrees to continue coverage for the employee at the employee's expense.
- 25.1.4. The foregoing leave shall be granted upon medical certification of pregnancy or the presentation of legal evidence of adoption.
- 25.1.5. Approved Parental Leaves shall not be deducted from the employee's seniority service date.
- 25.1.6. Parental leave may be taken intermittently upon advance mutual agreement between the employee and department director.

## **SECTION 26 LEAVE OF ABSENCE WITHOUT PAY**

- 26.1 Upon the request of the employee, a department head may grant a leave of absence to an employee within their department without pay for a period not to exceed fifteen (15) leave days (see 0 Glossary). No leave without pay shall be granted for more than fifteen (15) leave days, except upon the written request of an employee and approval of the City Manager. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for discharge.

- 26.2 An employee must use all available compensatory and vacation leave, including banked vacation, in order to become eligible for an approved leave of absence without pay. In the event of illness, an employee must also exhaust sick leave prior to receiving authorization for leave without pay. However, in the event of an illness or injury requiring the use of sick leave, an employee has an option to notify the City in writing that they wish to freeze the use of sick leave after thirty (30) calendar days prior to receiving authorization for leave without pay in order to take advantage of an Association sponsored Long Term Disability benefit.

## **SECTION 27 JURY DUTY LEAVE**

- 27.1 An employee who is called or required to serve as a trial juror shall be entitled to be absent from duties or service with the City with pay during the period of such jury service as defined in 0 Glossary. The employee shall keep any payment received for jury service, including mileage reimbursement, upon submittal of proof of jury service.
- 27.2 Employees who receive compensation for jury service during off-shift hours shall not be required to assign such compensation to the City. Employees shall not lose pay for adhering to court established rules pertaining to jurors not working on days they perform jury duty. The City may require written instructions from the Court.

## **SECTION 28 CATASTROPHIC/SERVICE TIME BANK OF HOURS**

- 28.1 In addition to leave accruals allowed within the City of Berkeley's catastrophic leave or injury leave transfer policy, an employee may donate accrued, but unused bonus sick leave and sick leave, so long as the donating employee maintains a sick leave balance of at least 120 hours after the donation.
- 28.2 The catastrophic/service time bank of hours is available for use subject to the following conditions. Employee or employee's dependent family member must be suffering from a catastrophic illness or injury. Catastrophic illness or injury means an unanticipated life-threatening illness or injury, either for a permanent or temporary period anticipated to exceed thirty (30) working days, that results in the incapacity of an employee or the employee's dependent family member and by virtue of the illness or injury to the employee or the employee's dependent family member, the employee's ability to perform the essential functions of their usual and customary occupation is limited.
- 28.3 Employees may also utilize "catastrophic/service time" bank hours for the birth or adoption of a child.

- 28.4 Employee shall provide the City proof of catastrophic injury or illness from an authorized health care provider on a form to be provided by the City. The employee must have exhausted all of their available paid leave balances (except accrued vacation) and, as a result, will be placed on unpaid leave status unless the catastrophic/service time bank is utilized.
- 28.5 Employee is prohibited from using the catastrophic/service time bank under the following circumstances:
  - 28.5.1. Employee is prohibited from using the catastrophic/service time bank for any industrial injuries or illnesses that are covered by the California workers' compensation laws and regulations, except and until the employee has exhausted all benefits under Labor Code Section 4850 and all the employee's available paid leave balances.
  - 28.5.2. Employee is prohibited from simultaneously using the catastrophic/service time bank and receiving benefits under any Association sponsored Long Term Disability benefit.
  - 28.5.3. The employee is not permitted to extend employment into retirement through the use of catastrophic/service time.
  - 28.5.4. Any balance in the catastrophic/service time bank at time of employee's retirement will not be cashed out. However, an employee may use any balance to purchase CalPERS additional service credit.

## **ARTICLE 4 - HEALTH AND WELFARE BENEFITS**

### **SECTION 29 MEDICAL, DENTAL & LIFE INSURANCE**

- 29.1 **Medical Insurance:** The City will maintain life and health insurance during parental leave, as provided in Section 25.1.3.
- 29.2 **Medical Cash in Lieu:** The cash in lieu payment to employees who show proof of alternate group coverage is \$580.72 per month paid in twenty-six (26) equal biweekly installments of \$258.79.
- 29.3 **Dental Coverage:** The City shall provide a dental care program for employees, spouses, domestic partners and dependents. The City shall pay dental coverage to 90% of the Bay Area Usual, Customary and Reasonable charges. Effective January 1, 2007, the maximum annual coverage will increase from \$2,500 to \$3,000 and the lifetime orthodontia limit will increase from \$2,500 to \$3,000.
- 29.4 All career and grant-funded provisional employees working less than a full forty (40) hour week shall receive prorated rather than full fringe benefits and shall pay, by payroll deduction, a prorated portion of the health and dental insurance premiums.
- 29.5 **Life Insurance:** Effective with the beginning of the first month after Council approval of this Agreement, the City shall increase the term life insurance to \$100,000 for each employee that shall include a standard accidental death and dismemberment provision of a like amount. In addition, employees may purchase additional life insurance in increments of \$10,000 up to a maximum of \$300,000 at the rate offered by the City's insurance carrier, subject to any rules and restrictions of the carrier, including but not limited to any medical exam that might be required by the insurance carrier.

### **SECTION 30 RETIREE MEDICAL COVERAGE**

- 30.1 **Acknowledgment.** In accordance with Internal Revenue Code Section 501(c) and a majority vote of the Union membership, the City acknowledges that the Union has entered into an agreement with the IAFF Medical Expense Reimbursement Plan of the WSCFF Employee Benefit Trust (hereafter, the "Trust").

Union also requests that City agree to become a contributing employer to Trust in satisfaction of its contribution obligations under this Section 30, and to execute any documents and/or agreements with the Trust required for such purpose. City agrees to become a contributing employer to Trust for purposes of satisfying its obligations under Section 30 of this MOU. Notwithstanding

anything to the contrary in this MOU, Union and City agree that City shall not be liable to the Trust for any amounts greater than the contribution amounts agreed to between the parties and set forth in this Section 30 of this MOU.

30.1.1. Intentionally Left Blank

30.1.2. Defined Class of Employees Receiving Contributions: The Defined Class of Employees receiving contributions to the Trust consists of all full-time employees represented by the Union as set forth in Table 30.1.2.4 below and shall be based on date of hire by the City.

30.1.2.1. Intentionally Left Blank

30.1.2.2. Intentionally Left Blank

30.1.2.3. Employee Contribution Amount: The City and the Union agree that effective no later than the first full pay period of July 2024, the City shall withhold a mandatory contribution set forth in Table 30.1.2.4 below on a pre-tax basis from the pay of each active Employee in the Defined Class until their separation from City service, and transfer contributions to the Trust in accordance with Section 30.1.3 below. This Employee Contribution amount shall be withheld either per pay period or monthly, at City's administrative discretion. No employee in the Defined Class shall be permitted to opt-out of the mandatory employee contribution or receive any portion of the contribution in cash.

30.1.2.4. Employer Contribution Amount: The City and the Union agree that the City shall make a mandatory contribution on behalf of each active Employee in the Defined Class in an amount set forth in Table 30.1.2.4 below until their separation from City service. Contributions shall be transferred to the Trust in accordance with Section 30.1.3 below. No employee in the Defined Class shall be permitted to opt-out of the mandatory employer contribution or receive any portion of the contribution in cash.

Table 30.1.2.4

Employee Defined Class	Monthly Employee ("EE") Contribution	Monthly Employer ("ER") Contribution	Total Monthly (EE+ER Contribution)
EMS Professionals	\$75.00	\$225.00*	\$300.00*

\* ER contributions shall commence upon the completion of 5 years of City service, per Section 30.1.6.

30.1.2.5. Maximum Total City Contribution. The total City contribution of all payments made under Section 30.1.2.4 shall not exceed a \$350 per month total contribution average of all employees in the Defined Class.

30.1.3. Remittance of Contributions: The City shall remit the above contributions directly to the Trust. Those contributions shall be remitted per pay period or monthly, at City's administrative discretion, in one aggregate payment, either ACH transfer or wire, directly to the custodian of the Trust within thirty (30) days of the date the payment would have been payable to the Employee.

The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and depositing the required contributions set forth herein.

- 30.1.4. Reporting to the Trust Office: The City shall electronically submit to the Trust Office a report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds. The City shall also provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates to this information to the Trust Office whenever the City has notice of changes to the information.
- 30.1.5. Inclusion/Modification of Employee Contribution and Leave Amounts: The City and the Union agree that the Union has the right, subject to approval of its members according to the Union's internal rules, to prospectively include and/or modify the amount of the mandatory employee monthly contribution provided the amount of the total recurring contribution meets the plan minimum set forth by the Trust (currently seventy-five dollars (\$75) per month) or to include a mandatory employee leave contribution during the course of this Agreement, so long as the modification is mandatory for all employees of the Defined Class.
- 30.1.6. Employees shall contribute \$75.00 per month to the employee's IAFF RMT and after completing five (5) continuous years of service, the City shall contribute an additional \$225.00 per month to the employee's IAFF RMT account until they have separated from city service.

## **SECTION 31 SUPPLEMENTAL RETIREMENT PLAN**

31.1 Effective July 1, 2001 the City adopted a Supplemental Retirement Plan and Trust Agreement to provide supplemental retirement income and other benefits for eligible career benefited employees through the liquidation of termination pay. Termination pay means pay due to an eligible career benefited employee from the City on account of termination of their employment, but only including the commuted value of the following such accumulated pay: vacation, sick leave, sick leave bonus, compensatory time and floating holidays. The Supplemental Retirement Plan includes both mandatory contributions of termination pay and voluntary contributions for employees who provide the City with an irrevocable payroll deduction authorization at least 90 days in advance of the date of termination.

### 31.2 Supplementary Retirement and Income Plan II

31.2.1. In lieu of participating in the Federal Social Security Program, the City provides the Supplementary Retirement and Income Plan II (SRIP II). The City's contributions to this on behalf of participating employees is not subject to income tax until it is paid out to the employees upon retirement or termination, or to the employee's beneficiary in the event of the employee's death. The City contributes 6.7% of the participating employee's salary (up to a maximum annual salary of \$32,400) into an investment account and pays into a disability insurance benefit plan on the employee's behalf; and employees may also borrow up to 50% of the balance in their SRIP II investment accounts, subject to certain limitations. Bargaining unit employees will be enrolled in SRIP II as soon as administratively possible following Council adoption of this agreement.

## **SECTION 32 WELLNESS/FITNESS PROGRAM**

32.1 The parties recognize the importance of establishing and maintaining an effective program. The shared goal is to increase the overall health of the workforce, thereby reducing workers compensation claims and chronic illnesses that is related to emergency service work.

32.2 Daily scheduling of physical fitness shall be the responsibility of each company officer.

32.3 No off-duty conditioning activities can be covered by Workers' Compensation. All reference to off-duty activities are merely suggestions to be considered for physical fitness.

## **ARTICLE 5 - TERMS AND CONDITIONS OF EMPLOYMENT**

### **SECTION 33 PROBATIONARY PERIOD**

- 33.1 Original appointments from employment lists for the classification of Emergency Medical Technician (EMT) or Paramedic shall be tentative and subject to a probationary period within a period of one (1) year of actual service. Probationary employees who are granted parental leave or military leaves of absence shall complete the balance of their probationary period following their return to City service. No provision of Section 31 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 EMT or Paramedic, City of Berkeley Performance Appraisal Report shall be made during the third (3), sixth (6) and eleventh (11) months from their date of hire.
- 33.3 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.

### **SECTION 34 RECRUITMENT & EXAMINATIONS**

- 34.1 The City will run application periods for EMT and Paramedic. EMT and Paramedic recruitments will occur as necessary to maintain staffing.
- 34.2 The Fire Chief will make every reasonable attempt to send internal notice of a recruitment by Department bulletin or via e-mail sent to all represented employees no less than sixty (60) calendar days in advance of the first date of the recruitment process.
- 34.3 The Fire Department will provide relief for employees participating in a Department recruitment process if they are scheduled for duty during the examination.
- 34.4 Recruitments are open to both City employees and external candidates. Internal applicants are not provided additional points or automatic consideration based on their employment with the City.

## **SECTION 35 SELECTION**

- 35.1 When there are paramedic and firefighter vacancies and there is a certified eligibility list, the selection and notification of employees will be made as soon as possible. Selection and notification may occur well in advance of the scheduled start date of the Academy.

## **SECTION 36 EMTS IN PARAMEDIC SCHOOL**

- 36.1 Full time EMTs, who are registered in an accredited paramedic program, may be granted part time status without impact to seniority for a period not to exceed 24 months. During this 24-month period the employee must work at least three shifts per quarter and may request to be reinstated as full time with 14 days written notice. The employee surrenders their home shift when utilizing this option and must bid on an open full-time shift on return to full time.
- 36.2 Part time EMTs may utilize the benefit of a reduced hours worked requirement as described above with proof of registration in a paramedic program for the same 24-month period maximum. Part time EMTs utilizing this benefit are not automatically awarded a full-time position upon completion.
- 36.3 To facilitate internships, a full time EMT who is in paramedic school may request an unpaid leave of absence not to exceed 120 days unless an exception is granted by the Fire Chief. The employee's home shift will not be made available for bid.

## **SECTION 37 TRANSFER BETWEEN SHIFTS**

- 37.1 Shift balancing including personnel transfers may occur between January 1st and the implementation of the new vacation year.
- 37.2 The Association recognizes that the Fire Chief retains full discretion to place personnel in positions based on the needs of the Department.
- 37.3 The Fire Chief or their designee has the ability to transfer personnel at other times of the year based on the needs of the department.

## **SECTION 38 SENIORITY**

- 38.1 The Fire Department shall establish and maintain two (2) seniority lists, one by total service in the Department and one (1) by time in classification.

## **SECTION 39 PERFORMANCE EVALUATION**

- 39.1 The City will implement a program of annual performance evaluation using a form mutually agreed to by the City and the Association. Such evaluation shall be conducted by the employee's immediate supervisor(s) and reviewed by additional levels of supervision. Each employee may make written comments on the evaluation, which shall be made a part of the employee's personnel record.

## **ARTICLE 6 - EMERGENCY MEDICAL SERVICE OPERATIONS**

### **SECTION 40 GUIDING PRINCIPLES OF THE PROGRAM**

- 40.1 Create and sustain Emergency Medical Service (EMS) programs that deliver the highest quality care to the Berkeley community.
- 40.2 Minimize personnel movement and support program adjustments that maintain a high level of morale.

### **SECTION 41 STAFFING & UNITS IN OPERATION**

- 41.1 Normal in-service staffing shall be four (4) ambulances staffed with two (2) employees licensed as Paramedics or EMTs.
- 41.2 Except as specifically provided for herein, the normal staffing requirements shall provide that at all times there shall be on duty at least the staffing set forth in Section 41.1.
- 41.3 The City retains the discretion to temporarily reduce staffing in the Division of Operations only upon the declaration of a “fiscal emergency” via a 2/3 vote of the City Council.
  - 41.3.1. If the City Manager determines during the Fiscal Year that fund revenues have or will decline substantially below the estimate of fund revenues in the adopted Budget and/or expenditures have or will increase substantially above the projected expenditures in the adopted Budget, the City Council may declare a “fiscal emergency” that shall thereupon cause the City of Berkeley and the Berkeley Fire Fighters Association to assemble in a meet and confer process regarding a temporary staffing reduction plan.
- 41.4 Prior to a policy change which will result in a temporary reduction in the number of employees assigned to the Division of Operations (see Section 41.1) or a temporary change in staffing levels of transport units, as soon as is reasonably possible, the City will meet and confer about the matter with the Association.
- 41.5 As soon as possible following the end of the “fiscal emergency”, it is the intent of the City to restore the staffing of the fire department to the levels defined above.

- 41.6 The Association strenuously objects to any reduction, on the grounds of employee safety, and reduced emergency medical transport capacity, but understands that, in the City's view, fiscal constraints may dictate such a reduction. The Association accepts no responsibility for any increased exposure or liability to employees or the public resulting from any such reduction.
- 41.7 All reductions necessary to accomplish this staffing reduction shall be accomplished by attrition, and not by reduction in force or by layoffs.

## **SECTION 42 UNITS OUT OF SERVICE**

- 42.1 In the event that sending an ambulance company outside the City for training, including CERT, or drills, for eight (8) or more hours, during a twenty four (24) hour shift, causes the on duty assignment to fall below normal staffing (see Section 41.1); additional personnel will be hired or held over to maintain this minimum level of safety. Staffing can be accomplished by using extra on duty staffing and/or overtime. Overtime staffing can include the use of mandatory hiring but would not include emergency recall procedures.
- 42.2 Training or drill events held in the areas of Tilden Park or Claremont Canyon Regional Preserve, Lawrence Berkeley National Laboratory or University of California Berkeley properties shall not be considered outside the city. The Battalion Chief has the option of replacing companies based on the eight (8) hour requirement for planned events in these areas.
- 42.3 When unplanned events such as, but not limited to mutual aid responses or other emergencies, will cause an ambulance to be unavailable, out of service to the City of Berkeley and outside the city limits for more than eight (8) hours the Battalion Chief shall have the option to replace the companies.
- 42.4 Emergency recall can be used for staffing for unplanned events once other staffing options have been utilized and shall be done in consultation with management.
- 42.5 Nothing prevents the immediate use of emergency recall based on a local or regional emergency that requires extra staffing as quickly as possible.

**SECTION 43 GENERAL CONDITIONS**

- 43.1 Employees shall be responsible for the maintenance of their equipment and vehicle (i.e. cleanliness, minor servicing, and operational readiness).
- 43.2 Employees shall be responsible for maintenance of their own quarters and normal shift assignments.
- 43.3 Employees shall complete all EMS related paperwork in accordance with established Alameda County EMS and Berkeley Fire Department policies and procedures.

**SECTION 44 LICENSURE & ACCREDITATION**

- 44.1 As a condition of employment, employees will maintain the appropriate licenses, certificates, and/or accreditations for the performance of their job responsibilities. It is the responsibility of the employee to ensure that all licenses, certificates, and/or accreditations are maintained. (See Table, below).

Rank	CA State License	CPR*	ACLS*	PALS/PEPP*	PHTLS/ITLS*	Ambulance CDL
EMT	X	X				X
Paramedic	X	X	X	X	X	X
*Or Alameda County accepted equivalences						

- 44.1.1. The City agrees to post or otherwise notify employees of the expiration dates the City has on file for required licenses, certificates, and/or accreditations not less than six (6) months before expiration.
- 44.1.2. Failure to maintain such licenses, certificates and/or accreditations may result in corrective action, up to and including discharge.
- 44.2 Employees who perform work duties without the required license, certificate, and/or accreditation may be subject to progressive discipline up to and including termination.

- 44.3 Employees on approved leaves of absence shall be required to have all licenses, certifications, and/or accreditations up to date prior to returning from leave.
- 44.4 During any period or lapse in which an employee does not possess required accreditation or licensure the employee shall be eligible for reassignment or may be placed on Leave Without Pay (LWOP).

## **SECTION 45 SKILLS MAINTENANCE**

- 45.1 The Department will make available in-person and online continuing education (CE) hours to meet the requirement for recertification. If an employee misses any of the in-person on-duty classes they will be responsible to obtain the minimum number of CE hours through the Department's online learning management platform or on their own time.
- 45.2 Dates for EMT recertification and skills verification will be calendared prior to vacation selection, if an employee misses the skills verification date and any scheduled make-up dates, they will be responsible to obtain skills verification on their own time and at their own cost.
  - 45.2.1. In the event that EMT recertification requirements from the State and/or County are modified, the City and the Association agree to meet and confer on this issue.
  - 45.2.2. The City will provide the required testing and pay for any application fees for EMT re-licensure in each two-year cycle.

## **SECTION 46 TRADES**

- 46.1 Paramedics and EMTs shall be limited to trading with employees that possess the minimum qualifications (as set by the department) to fulfill the responsibilities of the employees projected assignment, *e.g. – An EMT may not trade with a Paramedic if the trade would downgrade an ALS ambulance to BLS or create a 1:1 EMT/Paramedic ambulance unless the ambulance is already scheduled to be staffed in that configuration by the Department.*

## **SECTION 47 CONDITIONS FOR WHICH PARTIES AGREE TO REOPEN AND MEET AND CONFER**

- 47.1 The parties agree to meet and confer if there is an increase or decrease in either Measure GG or the Paramedic Tax revenues (with the exception of the increase of Consumer Priced Index or Personal Income Growth rate increases).

47.2 The City and Association hereby agree to reopen labor negotiations and to immediately begin to meet and confer specifically to address Sections III-X of this MOU if Berkeley voters fail to approve Gann limit reauthorization of the 2008 Measure GG.

## **ARTICLE 7 - GRIEVANCE AND APPEAL PROCEDURE**

### **SECTION 48 GRIEVANCE PROCEDURE**

48.1 A grievance is any dispute which involves the interpretation, application, claimed violation, or claimed noncompliance with the provisions of the Agreement between the City and the Association or any City ordinance, rule, or regulation which may have been or may hereafter be adopted by the City to govern personnel practices or working conditions of the City's employees covered by such Agreement, including any rule, regulation, or resolution which may be adopted by the City Council which results from the meet and-confer process. The grievance procedure discussed below shall be the sole grievance mechanism applicable to employees covered by this Agreement. No matter shall be considered as a grievance under this Section unless it is presented within thirty (30) calendar days after the employee or the Association could reasonably have been aware of events on which the grievance is based. Failure to comply with the timelines of the Grievance Procedure by either party will constitute forfeiture of their position on the grievance. In the event of a forfeiture by the City, the City will comply with the request for resolution. However, the provisions of Section 48.7 (Suspension or Discharge) of this Agreement will apply in the event of forfeiture. If both parties agree, the time limits may be waived for a specific period of time at any step in this procedure.

48.2 Grievances shall be processed in the following manner:

48.2.1. **Step I: Informal Step:** Any employee who believes they have a grievance (and/or the employee's Association representative) shall discuss the employee's complaint with the Deputy Fire Chief. If the issue is not resolved within fifteen (15) calendar days, the employee (and/or the employee's Association representative) may elect to invoke the procedure hereinafter specified by filing a formal grievance.

48.2.2. **Step II: Fire Chief:** Any grievance that has not been resolved at Step I (Informal Step) may be referred to the Fire Chief (or their designee) by the grievant (and/or the employee's Association representative). Any such referral shall be in writing to the Fire Chief with a copy to the Human Resources Department, on a grievance form provided by the City (see 0 Grievance Forms), and approved by the Association. The written statement shall be a clear concise statement of the grievance, including specific provisions of this agreement and/or City ordinance, rule or regulation, and/or past practice alleged to have been violated, the circumstances involved in the decision rendered at Step I, and the specific remedy sought. Either party shall be entitled to a personal conference upon request.

48.2.2.1. The Fire Chief shall communicate a decision to the grievant with a copy to the Association and to the Director of Human Resources in writing within ten (10) working days after receiving the grievance or ten (10) working days from the date of the personal conference, whichever is later, and such action will terminate Step II.

48.2.3. **Step III: City Manager:** In the event that the employee (or the employee's Association representative) is not satisfied with the decision at Step II, the employee (or the employee's Association representative) may appeal the decision in writing to the City Manager or their designee within ten (10) working days after the termination of Step II.

48.2.3.1. The written statement shall include a copy of the original grievance, the decision rendered at Step II, and a clear and concise statement of the reasons for the appeal. The grievant or the City Manager or their designee shall be entitled to a personal conference upon request within the time limits specified.

48.2.3.2. The City Manager or their designee shall communicate a decision within ten (10) working days after receiving the appeal or ten (10) working days from the date of the personal conference, whichever is later and such decision will terminate Step III.

48.2.4. **Step IV: Arbitration:** If the Association is not satisfied with the City Manager's response at Step III, the Association may require that the grievance be referred to an impartial arbitrator, who shall be designated by mutual agreement between the Association and the City Manager. The Association must notify the City Manager in writing within ten (10) working days of receipt of the City Manager's decision that they intend to move the grievance to arbitration.

48.2.4.1. The fees and expenses of the State Mediation and Conciliation Services arbitrator and the court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any. The Association shall provide the City with half of the cost charged by State Mediation to provide the parties with an arbitrator list no later than 30 days following notification to the City Manager that the Association wishes to advance the grievance to arbitration. Failure to timely do so shall result in a waiver of the right to advance the grievance to arbitration.

#### 48.3 Suspensions or Discharge Arbitration Decisions

48.3.1. Arbitrator decisions on matters properly before them which pertain to the suspension or discharge of an employee shall be final and binding upon both parties hereto to the extent permitted by the Charter of the City.

#### 48.4 Non-Disciplinary Arbitration Matters

48.4.1. Those arbitration decisions on matters properly before them which do not pertain to suspension or discharge shall be in the form of recommendations to the City Manager, who may, within five (5) working days of receipt of said decision, reject said decision.

48.4.2. In the event of said rejection, then as to that particular grievance the fees and expenses of the arbitrator and court reporter shall not be shared by the Association, and full payment thereof shall be the sole responsibility of the City.

#### 48.5 Written Reprimand

48.5.1.

- 48.5.2. Formal letters of reprimand concerning work rules or time and attendance shall be removed from an employee's official files upon request after 18 months, provided the employee has maintained satisfactory performance. Letters of reprimand concerning all other subjects shall be removed from an employees' official personnel file upon request after 36 months, provided the employee has maintained satisfactory performance.

#### 48.6 Equal Employment Opportunity (EEO) Program

- 48.6.1. Any grievance which in any way affects implementation of the City's EEO program shall not be subject to arbitration. The decision as to whether or not implementation of the EEO program is in any way involved shall be made in the sole discretion of the City Manager. If, in the City Manager's judgment, any grievance involves the EEO program, the EEO & Diversity Officer shall notify the Association to that effect in writing within seven (7) days of the date upon which the grievance is received by the City Manager and in such notification shall refer to that section of the EEO program which is involved; provided, however, that such notice may come at any time prior to arbitration if additional factors come to the attention of the EEO & Diversity Officer on the basis of which they consider it appropriate to change their original determination.
- 48.6.2. No arbitrator shall entertain, hear, decide, or make recommendations on the dispute a) unless the Association seeks a determination, or b) if the dispute involves the issue of unit determination, or c) if the dispute involves a question of representation, or d) if the aggrieved employee is not in a classification within the unit represented by the Association.

#### 48.7 Suspension or Discharge

- 48.7.1. No grievance involving the suspension or discharge of an employee will be entertained unless it is filed in writing with the City Manager within fifteen (15) calendar days of the time at which the affected employee was notified by certified mail. If the City Manager, in pursuance of the procedures outlined in Section 48.2, resolves a grievance which involves suspension or discharge, they may order payment for lost time or reinstatement with or without payment for lost time.

#### 48.8 Compensation Grievances

48.8.1. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief or his or her designated representative for payroll issues within 30 working days from the date when the employee may reasonably be expected to have learned of the alleged compensation violation. If such issues cannot be resolved by the Fire Chief (or in consultation with the Auditor), the Fire Chief will refer the matter to the Director of Human Resources within ten (10) working days of receipt of the grievance. The Director of Human Resources or his or her designee shall have 30 working days to research the issue and provide a written response to the Association and the affected employee. In such cases no adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed or thirty (30) days from the date when an employee may reasonably be expected to have learned of said claimed violation, whichever is later. Only complaints which allege that employees are not being compensated in accordance with the rules, regulations, and resolutions of the City Council or in accordance with the understanding contained in any Agreement which has resulted from meet-and-confer process shall be considered as grievances. Any other matters of compensation shall be deemed withdrawn until the meet-and-confer process is next opened for discussion.

48.8.2. If the affected employee is not satisfied with the written decision of the Director of Human Resources or their designee, the affected employee will have ten (10) working days to appeal the decision in writing to the City Manager and the grievance will move to Step III of the Grievance Procedure as provided in Section 48.2.3.

48.9 No changes in the Agreement or interpretation thereof (except interpretation resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association.

48.10 Probationary Employees

- 48.10.1. Notwithstanding their probationary status, probationary employees have appeal rights for disciplinary actions where the employee's allegation is that the City's action was for an illegal or discriminatory reason, such as the exercise of Association membership, political affiliation, or other constitutionally-protected activities; provided, however, that any appeal by a probationary employee alleging a violation of their rights under Title VII (42 U.S.C. Section 2000e, et. seq.) or the California Fair Employment Practices Act (California Labor Code Section 12900, et seq.) may be pursued only as provided in the City's Equal Employment Opportunity program, which shall be specifically amended to allow probationary employee rights of appeal under that program.
- 48.10.2. The grievance procedure is also available to probationary employees for matters other than those related to discharge, discipline, or other performance issues, where the claim is a City breach of agreed-upon wages, hours, working conditions, or discrimination based on Association activity.
- 48.10.3. Calendar Days: All references in this SECTION 48 (Grievance Procedures) to days shall mean calendar day unless otherwise provided.
- 48.10.4. Association Right to File: No provisions shall prevent the Association from filing and/or appealing grievances on behalf of the employees represented by the Association.

## **ARTICLE 8 - MISCELLANEOUS TERMS AND CONDITIONS**

### **SECTION 49 UNIFORM ALLOWANCE & DRESS UNIFORM REQUIREMENTS**

- 49.1 The annual uniform allowance will be \$700 and shall be paid in equal amounts of \$26.92 in each of the twenty-six (26) pay periods.
- 49.2 The uniform allowance is intended to cover the purpose of purchase and maintenance of station uniforms, and other required or optional garments, as necessary. However, the amount the City contributes toward the uniform allowance is subject to federal and state income tax withholding. To the extent permitted by law, the uniform allowance shall be reported to CalPERS as Special Compensation under authority of the statutory requirement provided in the Chapter 2 of Division 1 of Title 2 of the California Code of Regulations Subchapter 1, Article 5, Section 571(a)(5).
- 49.3 New hires who are PEPRA members will receive a one-time lump sum \$700 stipend within sixty (60) days of hire to be used towards the purchase of uniforms and equipment. The uniform bi-weekly payments will be suspended for 26 payment cycles to make up for this lump sum payment. Once the payment cycle has been completed, the employee shall begin receiving the bi-weekly payment as described above.

### **SECTION 50 EDUCATION FUND**

- 50.1 Members of the Association have equal access to educational funds allocated to IAFF Local 1227.

### **SECTION 51 WELLNESS FITNESS INITIATIVE (WFI)**

- 51.1 The City and the Association are committed to maintaining a wellness program that provides represented employees information and resources that aid in maintaining health and wellness.
- 51.2 Part of this program may include a physical assessment (based on the City's specification as to scope of examination and examiner), diagnostics, education and referrals to other practitioners at a schedule to be determined by the Fire Chief or when required by MOU, Department policy and/or applicable law.

### **SECTION 52 ASSIGNMENTS FOR TEMPORARILY DISABLED EMPLOYEES**

- 52.1 The City may accommodate, when feasible, employees covered by this Agreement who are on Workers' Compensation leave, and such work assignments are to incorporate the following provisions:

- 52.1.1. The modified assignment shall be consistent with medical limitations as determined by the attending physician.
  - 52.1.2. The assignment shall be within the Fire Department, if feasible, or in other City departments if an assignment is not available in the Fire Department and shall be on the day shift (8:00 a.m. to 5:00 p.m., Monday through Friday). The assignment shall be consistent with the skills and abilities of the individual employee.
- 52.2 The City may accommodate an employee temporarily disabled with a nonindustrial disability by providing a modified work assignment in that employee's classification. If modification of that position does not serve the best interests of the City, other classifications within the City may be considered, subject to the approval of the Director of Human Resources. To be eligible for such a modified assignment, the employee must provide the Human Resources Department with a medical statement from their treating physician that clearly states the medical limitations and abilities of the employee. Compensation will be provided at the level of the classification in which the temporarily disabled employee is reassigned. The employee must meet standards of satisfactory performance for the duration of the work assignment. However, an employee who is temporarily transferred as a result of pregnancy to a less strenuous or hazardous position or to less strenuous or hazardous duties shall receive the equivalent rate of pay and benefits of the employee's regular position. The alternative position must be one for which the employee is qualified, and the position must better accommodate recurring periods of leave than the employee's regular job.
- 52.3 Nothing herein shall require the City Manager to approve modified work assignments nor shall give an employee the right to refuse an assignment which complies with medical restrictions. Such refusal may subject an employee to loss of benefits and/or disciplinary action.

## **SECTION 53 MEAL PERIODS**

- 53.1 Meal periods will be interrupted as little as possible, and, with the exception of emergencies, any interruption will be limited to situations involving a substantial Department need.

53.2 Because each employee may be called upon to perform emergency services during the meal period, employees rarely leave the station during their scheduled meal periods. Meals are often organized at each station because employees are required to be available for emergency calls during meal periods. Because of this, employees are required to contribute financially to an organized meal, supervised at each individual station, at a charge equal to the value of each employee's portion of the meal, regardless of whether the employee chooses to eat the meal. The portion of each organized meal attributable to each employee is required to be contributed to an organized "kitty" fund, which will be deducted monthly by the Association. Employees shall be solely responsible for any financial or tax liability regarding this provision.

#### **SECTION 54 STATION WORK ACTIVITIES**

54.1 Employees shall not be required to move office furniture and equipment from one station or headquarters to another.

#### **SECTION 55 APPARATUS**

55.1 All apparatus and equipment used in emergency operations, in need of repairs, will be repaired in a timely manner.

55.2 The City agrees that the development of the specifications for apparatus will be conducted by the Apparatus Committee in conjunction with the Apparatus Maintenance Officer, and will be forwarded to the Fire Chief for approval.

#### **SECTION 56 PHYSICAL & PSYCHOLOGICAL EXAMINATIONS/MOP**

56.1 The City may require employees to submit to physical or psychiatric examinations by a City appointed physician where reasonable cause exists to believe that the employee is suffering from a physical or psychiatric condition which adversely impacts the employee's ability to perform their duties. Whenever possible, an employee shall be advised in writing of the basis for the existence of "reasonable cause" and the grounds thereof before being directed to report to any such examination. In any case, such written notice is to be provided within forty-eight (48) hours of such an examination.

- 56.2 Any psychiatric report to the City shall consist of the psychiatrist's ultimate conclusion as to the employee's fitness to serve and return to work date, if any. If the psychiatrist believes that the employee is not fit for duty they shall advise the City of any functional limitations which relate to the employee's ability to perform their duties, if such information may be provided without revealing the cause of those limitations. The psychiatrist shall respect the psychotherapist-patient privilege in all other regards and shall not, without the employee's written permission, release any other information, documents, reports or conclusions to the City.
- 56.3 Failure to report for a medical or psychiatric examination under this section may constitute grounds for discipline.

### **SECTION 57 PERSONAL APPEARANCE & RESPIRATOR USE**

- 57.1 Employees shall have a neat and clean appearance with particular attention to good personal hygiene.
- 57.2 There are many hair styles that are acceptable, so long as the person's hair is kept in a neat, clean manner.
- 57.3 Facial hair is acceptable so long as it does not interfere with the proper seal of the N95, P100 mask or other safety equipment. At any time before, during or after a shift an employee with facial hair can be tested for proper fitting of the N95 and P100.

### **SECTION 58 YMCA**

- 58.1 The cost of YMCA membership will be divided between the City and the employees, with the City contribution to be 75% of the monthly membership fee. The amount the City contributes toward the employee's monthly membership fee is subject to federal and state income tax withholding.
- 58.2 Use of a YMCA membership by a City of Berkeley employee, as provided for in this Agreement, is non-compensable, is not a part of the employee's work-related duties, is not required for employment and is not condoned as part of a physical fitness program, or required to maintain top physical conditioning for the employee's job performance.
- 58.3 The City of Berkeley or its Claims Administrator may not be liable for any injury which arises out of a City of Berkeley employee's participation in and use of a YMCA membership.

## **ARTICLE 9 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

### **SECTION 59 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

- 59.1 The City shall continue participating under the Safety Members Plan of the Public Employees' Retirement System (CalPERS).
- 59.2 CalPERS Retirement Formula for "New Members"
  - 59.2.1. "New Members" as defined by PEPRA who are hired by the City on or after January 1, 2013 shall be entitled to the 2.7% at 57 retirement formula with highest three-year average compensation as set forth in PEPRA.
- 59.3 CalPERS Retirement Formula for Classic Employees
  - 59.3.1. Current employees and other employees who do not qualify as "New Members" under PEPRA shall continue to be entitled to the retirement formula applicable to their CalPERS membership status
- 59.4 Optional Benefits: For both Legacy Employees and New Members, the City's contract with CalPERS shall include the following optional benefits:
  - 59.4.1. Intentionally Left Blank
  - 59.4.2. Post Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628 (March 1, 1973).
  - 59.4.3. Post Retirement Survivor Allowance to Continue after Remarriage as provided in Section 21635 (July 18, 1986).
  - 59.4.4. Credit for Unused Sick Leave as provided in Section 20965 (June 26, 1988).
  - 59.4.5. 1959 Survivor Benefits to Surviving Spouse at Age 60 as provided in Section 21580 (March 1, 1973).
  - 59.4.6. Military Service Credit as Public Service as provided in Section 21024 (July 14, 2000).
  - 59.4.7. Indexed Level 1959 Survivor Benefit as provided in Section 21574.5 (June 13, 2003).
- 59.5 New Members' Pension Contributions

- 59.5.1. New Members hired on or after January 1, 2013 shall pay 50% of the normal share of cost required by PEPRA. Effective January 1, 2015, New Members shall also contribute an additional one percent (1%) of pensionable compensation (in addition to contributing 50% of the normal cost) towards the City's CalPERS employer contribution through automatic payroll deduction on a pre-tax basis. The City and Association agree that, effective 1<sup>st</sup> pay period after Council approval of this MOU, employees will pay an additional one percent (1%) to the City's CalPERS employer contribution rate via automatic payroll deduction.

## **ARTICLE 10 - LAYOFF PROCEDURE**

### **SECTION 60 LAYOFF PROCEDURE**

60.1 The layoff policy for the City of Berkeley is intended to provide the maximum employment protection to City staff should a layoff become necessary. The policy also aims to minimize the impact such a layoff might have on the City's diversity gains.

#### 60.2 Announcement of Layoff

60.2.1. The City Council, City Manager, and department heads shall make every reasonable effort to manage and budget the City's resources effectively and to plan for the delivery of City services in a manner which will avoid the necessity of laying off career City employees. If a reduction in the work force for more than thirty (30) calendar days is necessitated by, but not limited to, the following: a material change in duties and organization, adverse working conditions, return of employee from leave of absence, or shortage of work or funds, the City Manager shall notify the Director of Human Resources of the intended action and the reason for layoff.

60.2.2. Intentionally Left Blank

#### 60.3 Seniority Service Date

60.3.1. All service in the employ of the City shall be counted toward the establishment of the employee's seniority service date, including, for example, permanent, probationary, provisional, temporary (full-time and intermittent), seasonal, and exempt employment, as well as leaves of absence for parental leave or obligatory military service while an employee of the City. Less than full-time service will be consolidated in equivalences of full-time service for the purpose of establishing the seniority service date. Time off as result of formal disciplinary action will be subtracted from the seniority service date.

- 60.3.2. All service of persons in the employ of the City in a promotional rank above the entry-level rank shall be counted toward the establishment of an employee's rank seniority service date including only probationary and permanent service as well as leaves of absence for parental leave or obligatory military service while an employee of the City. Less than full-time service will be consolidated in equivalences of full-time service for the purpose of establishing the rank seniority service date. Time off as a result of disciplinary action will be subtracted from the rank seniority service date.
- 60.3.3. All time spent in an appointed rank shall be credited to the employee's service in the employee's permanent rank. In computing both City and rank seniority, all time spent on paid leaves of absence shall be included, and all time spent on unpaid leaves of absence in excess of two consecutive payroll periods shall be excluded with the exception of parental leave.
- 60.3.4. The Human Resources Department will maintain up-to-date and current seniority dates for all City employees holding probationary and permanent appointments.

#### 60.4 Establishment of Seniority Lists

- 60.4.1. Whenever a layoff of one or more career employees becomes necessary, as defined above, such layoffs shall be made according to City-wide classification seniority lists. Upon receiving notification that the City Manager must proceed with a possible reduction in the work force and following receipt of information concerning the specific positions, programs, and departments involved, the Human Resources Department will immediately establish separate probationary and permanent seniority lists for each classification targeted for layoff.

- 60.4.2. The names of all City employees holding permanent and probationary appointments in a given classification will be listed on the appropriate list in descending order by City seniority service date in the entry-level position and by rank seniority service date in promotional positions. Except as provided in 60.5 below, employees on all lists shall be laid off on the basis of their seniority service dates, i.e., employees with the least amount of total service shall be laid off first. All emergency, temporary, and provisional employees working in classifications similar to those identified for layoff must be terminated prior to the layoff of probationary or permanent employees. Employees on the probationary seniority list for a specific classification will be laid off prior to employees on the permanent seniority list for that class.
- 60.4.3. Probationary or permanent employees holding a provisional appointment in another classification will only be listed on a seniority list of the class in which they hold permanent or probationary status targeted for layoff.
- 60.4.4. If two (2) or more employees on a seniority list have an identical seniority service date, the tie shall be broken in the following order: If an employee has taken the one-year written probationary examination, the score on that examination will be used to break ties. If an employee has not taken that examination, then the written entrance examination and agility test scores shall be used to break ties; the written exam and the agility test will be equally considered.
- 60.4.5. Promotions: If two (2) or more employees have the same promotion date in rank, seniority in the promoted rank at the time of promotion shall be determined based on the selection order made by the Fire Chief.

## 60.5 Employee Retreat Rights

- 60.5.1. Before an employee with permanent or probationary status may be released from employment with the City of Berkeley, the Human Resources Department must consider the employee's right to retreat to lower-level classification through which they were originally promoted or any subsequently created intermediate-level career classification which provides normal progression through the classification series. Retreat rights shall also extend to employees who have not previously been promoted through a classification but for whom the classification is a natural progression or beginning in the classification series.

- 60.5.2. In the process of retreating, the rank seniority date list shall be utilized. Employees with the least amount of rank seniority shall retreat first; provided, however, that a retreat from any rank below the employee's current rank shall be based on a rank seniority date which is derived from combination of all credited service in the rank to which the employee has retreated and all credited service in higher ranks held on a probationary or permanent basis.
- 60.5.3. If an employee is qualified for retreat into more than one classification with comparable salary ranges or if a vacancy exists in a classification to which an employee is entitled to retreat, the options shall be discussed with the employee, and due consideration shall be given to the employee's preferences. However, it is the prerogative of the City Manager to determine the final placement offer to the employee.
- 60.5.4. The retreating employee has a right to be retained in the highest salary range possible which is equal to or less than his or her present salary range. An employee involved in layoff does not have a right of mandatory placement to positions with a higher salary range, i.e., promotion.

## 60.6 Employee Notification

- 60.6.1. Emergency, temporary, intermittent, seasonal, etc., employees shall be notified individually, in writing, of pending layoff as soon as possible, but no definite time period is required. However, at least two (2) weeks notification is desirable if possible.
- 60.6.2. Provisional employees shall be notified individually, in writing, of pending layoff as soon as possible, with no less than fifteen (15) calendar days notification if targeted for release or reassignment.
- 60.6.3. Permanent, probationary, and career-exempt employees should be notified individually, in writing, of pending layoffs as soon as possible, with no less than thirty (30) calendar days notification if targeted for release or reassignment or retreat. Notice to an employee absent from work for any reason shall be sent by United States Mail, return receipt requested.

- 60.6.4. If an employee fails to accept a bona fide offer of reassignment or retreat in writing within five (5) calendar days after the offer has been made, they forfeit further right to employment retention. Acceptance of a reassignment does not remove the right of appeal under Section 60.10 (Appeal Procedures).

## 60.7 Flexible Placement Program

- 60.7.1. Intentionally Left Blank
- 60.7.2. Following the release of all emergency, temporary, and provisional employees in classes similar to those targeted for layoff and as soon as employees targeted for layoff have been identified and the provisions under Section 60.5 (Employee Retreat Rights) have been carried out, the Human Resources Department will review and identify the vacant classifications into which employees ultimately targeted for layoff may be placed on the basis of total experience and education. In making this decision, substitution of related experience and education may be made.
- 60.7.3. Assignments under the flexible placement program shall be limited to positions in the same or lesser salary range as the classification for which the employee is to be laid off.
- 60.7.4. Offers of positions under the flexible placement program shall be made according to seniority service date and in accordance with the probationary and permanent seniority list certification process outlined in Section 60.4 (Establishment of Seniority Lists).
- 60.7.5. If an employee fails to accept a bona fide written offer of an alternative job within five (5) calendar days after the offer has been made they forfeit further rights to employment retention. Acceptance of an alternative job under the flexible placement program in no way jeopardizes an employee's standing on the reemployment priority lists on which their name has been placed in accordance with Section 60.8 (Reemployment Lists).

## 60.8 Reemployment Lists

- 60.8.1. The names of all probationary and permanent employees released from positions in the competitive service as a result of layoff must be placed on reemployment priority lists for those classifications from which they were separated, as well as all other classifications to which they have retreat rights in accordance with Section 60.5 (Employee Retreat Rights).

- 60.8.2. A reemployment priority list shall remain in effect for three (3) years. Said list shall remain in effect indefinitely for employees who were retreated.
- 60.8.3. Departments with vacancies in any classification for which there is an active reemployment priority list must use the reemployment priority list to fill their positions and may not use any other recruitment or appointment method to fill a vacancy until appropriate reemployment lists have been exhausted.
- 60.8.4. When a vacancy occurs in a class for which there is a reemployment priority list, the name of the employee on the appropriate reemployment priority list with the highest seniority date shall be certified to the selecting official. Employees so certified from the reemployment priority list must be appointed to the existing vacancy.
- 60.8.5. If a former employee fails to accept a bona fide written offer or reemployment within five (5) calendar days, their name will be removed permanently from the reemployment priority list from which the offer was made. Failure to accept an offer of reemployment to the class with the highest salary range for which the employee is eligible for reemployment will result in automatic removal from all reemployment priority lists. However, the employee may decline (or accept) reemployment to lower salary range classifications without jeopardizing his or her standing on the reemployment priority list for the classification from which they were originally terminated.
- 60.8.6. Upon reappointment to the classification from which the employee was originally separated or demoted, the employee has the right to be placed at the step of the salary range which the employee held at the time of layoff or demotion.
- 60.8.7. Employees reinstated or reemployed after layoff shall receive a rate within the range established for the class. Transfers shall not affect an employee's salary rate.

## 60.9 Career-Exempt Employees

- 60.9.1. Only those employees holding full-time, benefited exempt positions who in the past have achieved permanent status and have been continuously employed without a break in service between their career and exempt appointment have the right to retreat to previously held career classifications, placement on the reemployment priority lists, and all other provisions governing layoff procedures. For the purpose of layoff, such employees shall be referred to as "career-exempt."

#### 60.10 Appeal Procedures

- 60.10.1. Any permanent, probationary, or career-exempt employee who is laid off, demoted, or reassigned as a result of layoff and who believes that the layoff procedure has been administered in violation of the terms of this agreement as it pertains to the employee's case may appeal the action under SECTION 48 (Grievance Procedure). In addition, employees may, at all times before, during, and subsequent to layoff, review seniority lists and reemployment priority lists which pertain to their classification and their rights under the provisions of the layoff policy.

## **ARTICLE 12 – SIGNATURE PAGE**

### ***Employee Representatives***

#### ***Berkeley Fire EMS Professionals***

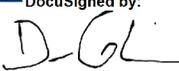
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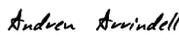
Ken Martin, Chief Negotiator

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Amory Langino, President

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David Gabriner, First Vice President

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Andrew Arrindell, Secretary

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Zachary Rose, EMS Professionals Representative

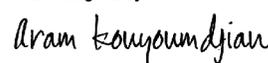
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Megan Guidry, EMS Professionals Representative

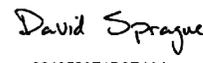
### ***City of Berkeley***

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LaTanya Bellow, Interim City Manager

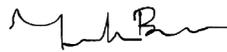
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Aram Kouyoumdjian, Director of Human Resources

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David Sprague, Fire Chief

### ***Approved as to Form:***

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Farimah Faiz Brown, City Attorney

## ARTICLE 12 - HOURLY SALARY SCHEDULES

EMS1 C001

<b>Salary Table</b> <b>Effective 12/11/2022</b>	
Step 1	30.0000
Step 2	31.5597
Step 3	33.2004
Step 4	34.9265
Step 5	36.7423
Step 6	38.6525
Step 7	40.6620
Step 8	42.7759
Step 9	45.0000

**Paramedic - R**

EMS 2 C001

<b>Salary Table</b> <b>Effective 09/12/2023</b>	
Step 1	30.0000
Step 2	31.2500
Step 3	32.5000
Step 4	33.7500
Step 5	35.0000
Step 6	36.2500
Step 7	37.5000
Step 8	38.7500
Step 9	40.0000

**Paramedic - R**

EMS2 C001

<b>Salary Table</b> <b>Effective 07/07/2024</b> 3% Cost of Living Adjustment	
Step 1	30.9000
Step 2	32.1875
Step 3	33.4750
Step 4	34.7625
Step 5	36.0500
Step 6	37.3375
Step 7	38.6250
Step 8	39.9125
Step 9	41.2000

**Paramedic - R**  
EMS2 C001

<b>Salary Table</b> <b>Effective 07/21/2024</b> 3% Cost of Living Adjustment	
Step 1	31.8270
Step 2	33.1531
Step 3	34.4793
Step 4	35.8054
Step 5	37.1315
Step 6	38.4576
Step 7	39.7838
Step 8	41.1099
Step 9	42.4360

**Paramedic - R**  
EMS2 C001

<b>Salary Table</b> <b>Effective 07/06/2025</b> 3% Cost of Living Adjustment	
Step 1	32.7818
Step 2	34.1477
Step 3	35.5137
Step 4	36.8796
Step 5	38.2454
Step 6	39.6113
Step 7	40.9773
Step 8	42.3432
Step 9	43.7091

## **ARTICLE 13 - GLOSSARY OF TERMS**

**ALLOCATION:** The assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

**CAREER EMPLOYEE:** An employee who is appointed to a position in the competitive service and who has a probationary or permanent appointment with the City of Berkeley.

**CLASSIFICATION (CLASS):** A group of positions sufficiently similar in respect to their duties and responsibilities that: (a) the same descriptive title may be used with clarity to designate each position allocated to the class; (b) the same minimum requirements as to education, experience, knowledge, ability and other qualifications may be required of all incumbents; (c) the same tests of fitness may be used to choose qualified employees and, (d) the same schedule of compensation can be made to apply with equity under the same or substantially the same employment conditions.

**COMPENSATORY TIME:** Shall mean paid time off the job which is earned and accrued by an employee in lieu of immediate cash payment for employment in excess of the statutory hours for which overtime is required by this Agreement or the Fair Labor Standards Act. For the purpose of this Agreement, the term "Due Time" shall mean the same as Compensatory Time.

**CONTINUOUS TESTING:** An examination process in which applications are accepted on a continuous basis, not subject to a closing date with a viable list maintained at all times.

**DEMOTION:** The movement of an employee from one class to another class having a lower maximum rate of pay.

**DOMESTIC PARTNER:** A person residing with and sharing the common necessities of life with a City of Berkeley employee, where both intend to continue this arrangement indefinitely. They are unmarried; at least eighteen (18) years of age; not related by blood closer than would bar marriage in the State of California and mentally competent to consent to contracts.

**EMERGENCY MEDICAL TECHNICIAN (EMT):** An established City job classification whose primary duty is to deliver Basic Life Support (BLS) service.

**EMPLOYEE:** A person who has been legally appointed under the City of Berkeley Personnel Ordinance and the Personnel Rules and Regulations, who is on the City payroll and whose employment has not been terminated and whose position is included in this representation unit.

**END OF YEAR:** For payroll-related purposes, the last day of the last pay period in December for which the payday occurs in December. For example, if the last pay day in December falls on Thursday, the 31st (because the following Friday, January 1st is a holiday), the corresponding pay period would end on December 26. The last day of the year for payroll-related purposes would be December 26. Similarly, if the last pay day of the calendar year were December 28, the last day of the payroll year would be December 22.

**EXEMPT:** Appointment which is exempt from the competitive service, in accordance with Section 4.04.120 of City of Berkeley Personnel Ordinance, No. 6280- N.S.

**FULL-TIME:** An assignment or combination of assignments which total forty (40) hours per week.

**JURY DUTY PERIOD:** The period of time from which an employee appears in court as required by law to serve on an inquest jury or trial jury until such time as the employee is discharged from such service by the court. "Jury Duty Period" expressly covers only that period of time spent by the employee in service of the court as a juror and does not include any time spent in court by the employee as a result of being a party to the action, being a witness to the action, or being subpoenaed to testify in the action.

**LEAVE DAY:** A leave day is used for computing earned leave and is equivalent to a 12-hour working day for a 56-hour per week employee, or is equivalent to an 8-hour working day for a 40-hour per week employee. Leave taken is computed as the actual hours used.

**MEMORANDUM OF AGREEMENT:** A binding contract, as provided for by the Meyers-Millias-Brown Act, between the City of Berkeley and the Berkeley Fire Fighters Association specifying wages, hours and other terms and conditions of employment.

**MINIMUM QUALIFICATION ACTOR:** An employee allowed to act in a higher classification, when there are no qualified personnel on the current promotional list available, shall be known as a Minimum Qualification Actor. They must meet all the required qualifications, education, and experience to be eligible to participate in the promotional exam process for the classification in which they are to act. Minimum Qualification Actors must also successfully complete a certification process for the classification in which they are to act, administered by the Division of Training, before they are allowed to act in the specified classification.

**OPEN COMPETITIVE EXAMINATION:** An examination for a class (entry level or higher) in the competitive service in which participation is open to all qualified applicants.

**PARAMEDIC:** An established City job classification whose primary duty is to deliver ALS service.

**POSITION:** A grouping of duties and responsibilities which constitute a single assignment which is in a classification covered by this Agreement.

**PROMOTION:** The movement of an employee from one class to another class having a higher maximum rate of pay.

**PROMOTIONAL EXAMINATION:** An examination for promotion to a class in the competitive service in which participation is limited to current employees with permanent status and/or to former permanent or probationary employees who are on current mandatory reemployment lists of layoff.

**RECLASSIFICATION:** Reallocation of a position from one classification to another classification based upon consideration of the kind and level of assigned duties and responsibilities.

**REEMPLOYMENT:** Reappointment of a former probationary or permanent employee to a vacant position who has been laid off under Section 59.7 in this Agreement.

**REGULAR HOURLY SALARY:** The Regular Monthly Salary multiplied by twelve (12) months and divided by 2080 annual work hours for forty (40) hour per week employees.

**REGULAR MONTHLY SALARY:** The base pay for paramedic assignments.

**REINSTATEMENT:** Appointment to a vacant position of a former probationary or permanent employee, within two years of the termination date, without obtaining new eligibility through examination. Reinstatement is not mandatory and a former employee must request consideration in writing. Eligibility for reinstatement is no guarantee of appointment and former probationary employees who did not obtain permanent status must complete their probationary period in accordance with Section 31 (Probationary Period).

**REJECTION (PROBATION):** The separation of an employee from the service during or at the completion of the probationary period.

**RELEASE TIME:** Paid time off permitted employees, during their scheduled hours of work, to perform Association activities as provided by this Agreement. This paid time off is in addition to the employee paid leave and is subject to the conditions of the applicable sections of this Understanding.

**SHIFT:** A set of continuous work hours. For 40-hour per week employees, a shift comprises twenty-four (24) hours. The term "assigned shift" refers to separate schedules in effect, such as "A-Shift", "B-Shift", "C-Shift" and "D-Shift". For purposes of computing leave time and compensatory overtime (for purposes of this Agreement), an average twelve (12) hour shift is used.

**TERMINATION:** The separation of an employee from the service of the City. Termination may include death, discharge, layoff, resignation, retirement, and work completion.

**TOUR:** The basic work cycle consists of four consecutive days, during which time the employee is scheduled for one (1) day (24hrs) on duty and three (3) days (72hrs) off duty.

**TRANSFER:** The movement of an employee from one position to another within the same class in another department or the movement of an employee from one class to another class having a comparable level of duties and responsibilities and the same maximum rate of pay.

**VACATION YEAR:** A vacation year runs twelve months, (i.e. 26 payroll periods), starting and ending on a payroll period break.

**Y-RATE:** An employee occupying a position which is reallocated to a class, the maximum salary for which is less than the incumbent's present salary or occupying a position in a class the salary rate or range for which is reduced, shall continue to receive their present salary. Such salary shall be designated as a Y rate and when that employee vacates this position, it shall be filled in accordance with new salary range established. Y-rating shall not apply to employees who are demoted for just cause, including unacceptable level of performance, or as a result of demotion under the provisions of the Layoff policy.

## **ARTICLE 14 - GRIEVANCE FORMS**

STEP 1 - Informal Step

STEP 1.1 - Deputy Fire Chief Response

STEP 2 – Appeal to Fire Chief

STEP 2.1 – Fire Chief Response

STEP 2.2 – Director of Human Resources Response (Compensation)

STEP 3 – Appeal to City Manager

STEP 3.1 - City Manager Response

STEP 4 – Appeal to Arbitration



## BFFA Local 1227 – City of Berkeley Grievance Form

*(Days defined as Calendar Days, unless otherwise noted)*



### STEP 1 – Informal Step

**Important Notes (MOU Section 35.1):** A grievance is any dispute which involves the interpretation, application, claimed violation, or claimed noncompliance with the provisions of the Memorandum of Understanding between the City and the Association or any City ordinance, rule, regulation, or past practice which may have been or may hereafter be adopted by the City to govern personnel practices or working conditions of the City's employees covered by such Memorandum of Understanding, including any rule, regulation, or resolution which may be adopted by the City Council which results from the meet-and-confer process.

No matter shall be considered as a grievance under this Section unless it is presented within thirty (30) calendar days after the employee or the Association could reasonably have been aware of events on which the grievance is based. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief or his or her designated representative for payroll issues within 30 working days from the date when the employee may reasonably be expected to have learned of the alleged compensation violation. If both parties agree, the time limits may be waived for a specific period of time at any step in this procedure.

		Grievance Tracking No.:			
Grievant First Name		Grievant Last Name		Date:	
Job Title:	Firefighter	Dept/Location:	Station One	E-Board Rep:	First, Last Name

Nature of Grievance *(Include specific provisions of the MOU, City ordinance, rule or regulation and/or past practice, and the circumstances involved):*

Relief Desired:

Grievant:		Rep./Steward:	
<i>Signature</i>		<i>Signature</i>	
Date Rec'd by Chief Officer:	Meeting Requested:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Date meeting occurred:
Deputy Fire Chief:		Date:	
<i>Signature</i>			

**Instructions:** The grievant should complete this form electronically and print it out. It should then be given to an Executive Board member who will submit it to the Deputy Fire Chief and obtain a signature confirming receipt. Return a copy of the signed form to your assigned 1227 Executive Board representative.



### BFFA Local 1227 – City of Berkeley Grievance Form

*(Days defined as Calendar Days, unless otherwise noted)*



Grievance Tracking  
No.:

Grievant First Name

Grievant Last Name

Date:

#### STEP 1.1 – Deputy Fire Chief Response

**Important Note:** Any employee who believes he or she has a grievance (and/or the employee's Association representative) shall discuss the employee's complaint with the Deputy Fire Chief. If the issue is not resolved within fifteen (15) calendar days, the employee (and/or the employee's Association representative) may elect to invoke the formal grievance procedure (Step II).

Deputy Fire Chief's Response *(1227 must be in receipt of this response within 15-days of their initial receipt of this grievance):*

Deputy Fire Chief:

Date:

*Signature*

Receipt of Return to 1227:

Rep/Steward:

Date

Rec'd:

*Signature*

Rep/Steward:

*First Name*

*Printed Name*

**Response to Deputy Fire Chief (to be completed by 1227 Rep./Steward):**

Date:

Deputy Fire Chief's Response is:

Satisfactory:  Unsatisfactory:

Grievance is:

Appealed:  Withdrawn:

**Instructions:** The Deputy Fire Chief shall complete this page electronically, print and return to a 1227 Executive Board representative. The 1227 representative shall immediately notify the President, 1<sup>st</sup> Vice President, or the 2<sup>nd</sup> Vice President.



### BFFA Local 1227 – City of Berkeley Grievance Form

*(Days defined as Calendar Days, unless otherwise noted)*



Grievance Tracking  
No.: \_\_\_\_\_

Grievant First Name \_\_\_\_\_ Grievant Last Name \_\_\_\_\_ Date: \_\_\_\_\_

### STEP 2 – Appeal to Fire Chief

**Important Notes:** The written statement shall be a clear concise statement of the grievance, including specific provisions of this agreement and/or City ordinance, rule or regulation, and/or past practice alleged to have been violated, the circumstances involved in the decision rendered at Step 1, and the specific remedy sought. Either party shall be entitled to a personal conference upon request.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief or his or her designated representative for payroll issues within 30 working days from the date when the employee may reasonably be expected to have learned of the alleged compensation violation. If such issues cannot be resolved by the Fire Chief (or in consultation with the Auditor), the Fire Chief will refer the matter to the Director of Human Resources within ten (10) working days of receipt of the grievance.

Reasons for the appeal:

Date Rec'd by  
Fire Chief: \_\_\_\_\_  
Fire Chief: \_\_\_\_\_  
*Signature*

Meeting Requested by \_\_\_\_\_  
1227: Yes  No

Meeting Requested by \_\_\_\_\_  
Fire Chief: Yes  No

Date meeting occurred: \_\_\_\_\_

**Instructions:** The grievant and their Executive Board representative shall complete this form electronically, print it out and submit it directly to the Fire Chief along with all previous forms (Step 1 Nature, Step 1 DC Response, and any addendum documents) within 10 working days of receiving the DC response.



### BFFA Local 1227 – City of Berkeley Grievance Form

*(Days defined as Calendar Days, unless otherwise noted)*



Grievance Tracking  
No.:

Grievant First Name

Grievant Last Name

Date:

#### **STEP 2.1 – Fire Chief Response**

**Important Notes:** The Fire Chief shall communicate a decision to the grievant with a copy to the Association and to the Director of Human Resources in writing within ten (10) working days after receiving the grievance or ten (10) working days from the date of the personal conference, whichever is later, and such action will terminate Step II.

Fire Chief's Response:

Fire Chief:

*Signature*

Date:

Receipt of Return to 1227:

Rep/Steward:

*Signature*

Date Rec'd:

**Response to Fire Chief (to be completed by 1227 Rep./Steward):**

Date:

Fire Chief's Response is:

Satisfactory:       Unsatisfactory:

Grievance is:

Appealed:       Withdrawn:

**Instructions:** The Fire Chief shall complete this page electronically, print and return to a 1227 Executive Board representative. The 1227 representative shall immediately notify the President, 1<sup>st</sup> Vice President, or the 2<sup>nd</sup> Vice President.



**BFFA Local 1227 – City of Berkeley  
Grievance Form**  
*(Days defined as Calendar Days, unless otherwise noted)*



Grievance Tracking  
No.:

Grievant First Name

Grievant Last Name

Date:

**STEP 2.2 – Director of Human Resources Response (Compensation)**

**Important Notes:** The Director of Human Resources or his or her designee shall have 30 working days to research the issue and provide a written response to the Association and the affected employee. In such cases no adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed or thirty (30) days from the date when an employee may reasonably be expected to have learned of said claimed violation whichever is later.

If the affected employee is not satisfied with the written decision of the Director of Human Resources or his or her designee, the affected employee will have ten (10) working days to appeal the decision in writing to the City Manager and the grievance will move to Step III of the Grievance Procedure as provided in Section 35.2.4.

<b>Compensation Matter:</b>		Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
HR Representative:	Enter Name	Date:	
<i>Signature</i>			
HR Response <i>(required within 30-working days of receipt of grievance)</i> received:			
Receipt of Return to 1227:			
Rep/Steward:		Date Rec'd:	
<i>Signature</i>			
<b>Response to Human Resources</b> <i>(to be completed by 1227 Rep./Steward):</i>			
<u>Human Resources Response is:</u>			
Satisfactory: <input type="checkbox"/>		Unsatisfactory: <input type="checkbox"/>	
<u>Grievance is:</u>			
Appealed: <input type="checkbox"/>		Withdrawn: <input type="checkbox"/>	
<i>Appeal deadline: 10-working days from receipt of HR response.</i>			



BFFA Local 1227 – City of Berkeley  
Grievance Form  
(Days defined as Calendar Days, unless otherwise noted)



Grievance Tracking No.: \_\_\_\_\_

Grievant First Name \_\_\_\_\_ Grievant Last Name \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 3 – Appeal to City Manager**

**Important Notes:** In the event that the employee (or the employee's Association representative) is not satisfied with the decision at Step II, the employee (or the employee's Association representative) may appeal the decision in writing to the City Manager or his/her designee within ten (10) working days after the termination of Step II.

The grievant or the City Manager or his / her designee shall be entitled to a personal conference upon request within the time limits specified.

Reasons for the appeal:

Date Rec'd by City Manager: \_\_\_\_\_

City Manager (or designee): \_\_\_\_\_ Date: \_\_\_\_\_  
*Signature*

Meeting Requested: Yes  No

Date meeting occurred: \_\_\_\_\_

**Instructions:** The grievant and their Executive Board representative shall complete this form electronically, print it out and submit it to the City Manager along with all previous forms (Step I Nature, Step I DC Response, and any addendum documents) within **10 working days** after the termination of Step II. Once a signature of receipt is obtained a copy of this form shall be made and returned to the assigned Executive Board representative.



### BFFA Local 1227 – City of Berkeley Grievance Form

*(Days defined as Calendar Days, unless otherwise noted)*



Grievance Tracking  
No.:

Grievant First Name

Grievant Last Name

Date:

### STEP 3.1 – City Manager Response

**Important Notes:** The City Manager or his/her designee shall communicate a decision within ten (10) working days after receiving the appeal or ten (10) working days from the date of the personal conference, whichever is later and such decision will terminate Step III.

City Manager Response:

City Manager:

*Signature*

Date:

Return to 1227:

Rep/Steward:

*Signature*

Date Rec'd:

**Response to City Manager (to be completed by 1227 Rep./Steward):**

Date:

City Manager's Response is:

Satisfactory:       Unsatisfactory:

Grievance is:

Appealed:       Withdrawn:

Instructions: The City Manager (or his/her designee) shall complete this page electronically, print and return to a 1227 Executive Board representative. The 1227 representative shall immediately notify the President, 1<sup>st</sup> Vice President, or the 2<sup>nd</sup> Vice President.



### BFFA Local 1227 – City of Berkeley Grievance Form

*(Days defined as Calendar Days, unless otherwise noted)*



Grievance Tracking  
No.:

Grievant First Name

Grievant Last Name

Date:

#### STEP 4 – Appeal to Arbitration

**Important Notes:** If the Association is not satisfied with the City Manager's response at Step III- the Association may require that the grievance be referred to an impartial arbitrator, who shall be designated by mutual agreement between the Association and the City Manager. The Association must notify the City Manager in writing within ten (10) working days of receipt of the City Manager's decision that they intend to move the grievance to arbitration.

#### 1227 Executive Board Arbitration Request:

Date:

City Manager's Response was:

Satisfactory:       Unsatisfactory:

Association Requires Grievance to be Submitted to Arbitration:

Yes:       Withdrawn:

\_\_\_\_\_  
President: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
1<sup>st</sup> Vice  
President: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
2<sup>nd</sup> Vice  
President: \_\_\_\_\_  
*Signature*

**Instructions:** The 1227 Executive Board shall complete this form electronically and submit it to the City Manager along with all previous forms (Step I Nature, Step I DC Response, and any addendum documents) with copies to the Director of Human Resources, the Fire Chief, the Union President, and the 1<sup>st</sup> Vice President. This must occur within ten (10) **working days** of receipt of the City Manager's decision that they intend to move the grievance to arbitration.

***Amendment  
To The  
Memorandums of Understanding  
Between The  
City of Berkeley  
And  
Berkeley Fire Fighters Association***

Effective immediately as of the latest execution date below by either the City of Berkeley (the “City”) or Berkeley Fire EMS Professionals Association (“Association”) (collectively, the “Parties”), the current Memorandum of Understanding (“MOU”) between the Parties effective July 1, 2023 to June 30, 2026, is amended to include the following provision, which is incorporated by reference and given full effect as if originally included in each MOU:

**SPECIAL COMPENSATION**

For purposes of clarity, the City and the Association hereby confirm, acknowledge, and ratify that all current and former employees covered under this, and prior Agreements will have special compensation calculated and reported to CalPERS as follows:

- (1) Special compensation is calculated for all employees covered under this Agreement based on the currently effective pay schedule adopted by the governing body of the City, as revised from time to time and posted on a publicly available pay schedule; and
- (2) Special compensation is calculated for all employees covered under this Agreement based on all reportable hours in compliance with Government Code 2 Sections 20630, 20636, 7522.34 and California Code of Regulations Sections 571 and 571.1, as amended, and the guidance issued thereunder; and
- (3) In compliance with the above regulations, and for the avoidance of doubt, the parties agree to the following which shall be incorporated into the agreement under Article 2 Section 12 CERTIFICATION, SKILL, AND EDUCATION INCENTIVES:

*The special compensation listed in this section 11 shall be paid at the indicated rate or percentage of base pay. When a holiday occurs, the employee's regular rate of pay for purposes of calculating the special compensation will include base pay plus the hourly equivalent of holiday pay. Holiday pay will only be included in the pay period in which the holiday is accrued, and some pay periods may not include holiday pay if no holidays occur during that time.*

and;

- (4) The above paragraphs #1 through #3 represents the understanding of the Parties for all periods covered by the current and prior Agreements.

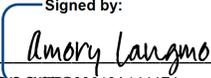
**EXECUTION**

By signing below, I affirm and certify that I am authorized to execute this Amendment on behalf of the represented organization as noted.

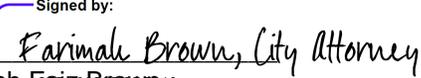
**AGREED TO FOR THE CITY**

Signed by:  
  
\_\_\_\_\_  
Paul Buddenhagen E480...  
City Manager  
City of Berkeley

**AGREED TO FOR THE UNION**

Signed by:  
  
\_\_\_\_\_  
Amory Langmo 023613A1444F4...  
President  
Berkeley Fire Fighters Association

**APPROVED AS TO FORM**

Signed by:  
  
\_\_\_\_\_  
Farimah Faiz Brown 19...  
City Attorney