



## Staff Report

**Date:** August 2, 2016

**To:** City Council

**From:** Valerie J. Barone, City Manager

**Prepared by:** Elia Bamberger, Director of Human Resources  
[Elia.bamberger@cityofconcord.org](mailto:Elia.bamberger@cityofconcord.org)  
(925) 671-3310

**Subject:** **Considering adoption of Resolution No. 16-4735.10 approving the terms and conditions of employment for employees in the Concord Police Managers' Representation Unit for the period July 1, 2015 – June 30, 2019**

---

### Report in Brief

The Memorandum of Understanding between the City of Concord and the Concord Police Managers' Representation Unit (PMA) expired on June 30, 2015. The City and PMA representatives have been meeting since April 2015 to develop a successor Memorandum of Understanding, and have reached a tentative agreement on the terms and conditions of employment for Fiscal years 2015–2016, 2016-2017, 2017-2018 and 2018-2019. The new agreement provides for a salary adjustment for all classifications, as well as the implementation of significant cost containment measures relating to the Retirement Medical program.

The PMA membership ratified the tentative agreement on July 27, 2016. Consequently, the City Council is also being asked to approve the terms for the Memorandum of Understanding. The proposed terms will cost \$495,000 over the course of four fiscal years (2015 – 2019). Should Council approve these terms, staff will prepare a successor MOU that incorporates the agreed upon changes.

### Recommended Action

Adopt Resolution No. 16-4735.11 approving the July 11, 2016 tentative agreement, authorizing the City Manager to prepare and execute a successor memorandum of understanding between the City of Concord and the Concord Police Managers' Representation Unit for the period of July 1, 2015 – June 30, 2019, and authorizing

corresponding budget appropriations, expenditures, and funding to be incorporated into the next two-year biennial budget.

## **Background**

Concord employees are deeply committed to providing a level of excellence in public service, and strive to respond effectively and efficiently to the needs of the Concord community. City employees within the Concord Police Managers Representation Unit have not received a salary adjustment since July 2014, at which time a 3.5% increase was applied. No other wage increases or cost of living adjustments have been provided since that time. In addition, in recognition of the increasing cost and future liability created by the Retirement Medical program, the parties agreed to comprehensive cost containment measures through reforming the retiree health benefit which will result in significant savings. Council received a detailed briefing on these financial aspects at their public meeting of June 7, 2016.

The key terms of the agreement are as follows, and apply to all employees represented by the Concord Police Managers' Representation Unit:

## **COMPENSATION ADJUSTMENTS & TERM**

- Term of contract: Four (4) years (July 1, 2015 – June 30, 2016)
- Compensation Adjustment:
  - Effective the pay period in which Resolution No. 16-4735.10 is adopted, all employees will receive a salary adjustment of 5.5%
  - Effective the first full pay period in July 2017, all employees will receive a 3% cost of living increase.
  - Effective the first full pay period in July 2018, all employees will receive a 3% cost of living increase.

## **BENEFIT ADJUSTMENTS:**

- Within the pay period Resolution No. 16-4735.10 is adopted, employees shall receive a one-time lump sum payment of \$2,000.
- Active employee medical:
  - The City's premium contribution for active employee medical coverage will be 90% of the 2016 Kaiser rate:

▪ Employee Only:	\$671.82/month
▪ Employee Plus One:	\$1,343.65/month
▪ Employee Plus Two or more:	\$1,746.74/month

For 2017 and for the remaining term of this agreement, the Employer/Employee cost share on annual premium changes shall be 75%/25%.

- Medical in retirement:
  - For active employees hired prior to August 2, 2016, and who meet the requirements set forth in the Retiree Medical Insurance section of the

Memorandum of Understanding shall be vested per the following vesting schedule up to the fixed Employer Contribution of premium equal to 90% of the 2016 Kaiser pre-Medicare premium rates for each plan level, depending upon the level of coverage selected (Single Party, Two-Party, Family):

0-9 years of City of Concord sworn service: PEMHCA Minimum

10-14 years of City of Concord sworn service: Two-Party

15+ years of City of Concord sworn service: Family

- Single Party: \$671.82/month
- Two-Party: \$1,343.65/month
- Family: \$1,746.74/month

Employer contribution to premium for Medicare and Combination health care plans will be fixed at the current 2016 Employer Contribution rate.

- For employees hired on or after August 2, 2016, the retirement medical benefit shall consist of the PEMHCA minimum as established annually by CalPERS. For 2016, that amount is \$125 per month; for 2017, the PEMHCA minimum set by CalPERS is \$128 per month.
- For any City of Concord PMA employee, regardless of hire date, who retires directly from the City with less than ten (10) years of continuous City of Concord sworn service, the retirement medical benefit shall be the PEMHCA minimum as established annually by CalPERS.

The sole exceptions are:

- Former City of Concord retirees who are eligible for the prior retirement medical benefit who are re-instating from retirement to return to full-time employment at the City, shall retain their retirement medical benefit at the higher level upon subsequent retirement from service, and will not be subject to the vesting schedule.
- Any prospective employee who has received a conditional offer of employment from the City, that was approved by the Director of Human Resources, dated prior to August 2, 2016 and is undergoing a background process will be treated for the purposes of Retirement Medical program eligibility as if they were employed on the date this Agreement went into effect, and will be eligible for the higher retirement medical benefit subject to the vesting schedule.

For additional changes to terms and conditions of employment, please refer to Attachment 1 (Tentative Agreement between the City of Concord and the Concord Police Managers' Representation Unit).

### **Analysis**

The City Council had four goals for this round of negotiations:

1. Treat employees fairly;

2. Position the City to be competitive for recruitment and retention;
3. Obtain agreements that meet the City's long-term goal of fiscal sustainability; and
4. Modify retiree medical benefits to achieve sustainability of the benefit and significantly reduce the unfunded liability.

All of these goals have been achieved by the Agreement. Additionally, the longer term of the successor MOU provides for stability in the workplace. The cost containment measures achieved by reforming the retirement medical program will have a positive and significant financial impact on the City and results in a more sustainable retiree medical program for current and future retirees.

### **Financial Impact**

The total net cost of the comprehensive compensation package is \$495,000 over fiscal years 2015-16, 2016-17, 2017-18, and 2018-19. This Concord Police Managers' Representation Unit agreement, along with the Concord Police Officers' Association agreement, includes significant cost containment of the retiree medical benefit that reduces the City's unfunded liability by \$7.6 million and saves \$1.1 million a year on the annual recommended contribution (ARC) towards the Retiree Health Medical Benefit program.

Funding is available in the FY 2015-16 budget. Funding for 2017-18 and FY 2018-19 will be incorporated into the City's next two-year biennial budget.

### **Public Contact**

Posting of the agenda and notification of the Concord Police Managers' Representation Unit.

### **Attachments**

1. Tentative Agreement dated July 27, 2016 between the City of Concord and the Concord Police Managers' Representation Unit
2. Resolution No. 16-4735.10



**City of Concord and Concord Police Managers' Association  
Successor Agreement Negotiations:  
Summary of Tentative Agreements and All Outstanding Items**

July 27, 2016

**1. Wages – MOU Section: WAGES**

*(Attachment 1)*

- a. 5.5% increase to all salary ranges, beginning with the first full pay period following Council adoption
- b. \$2,000 lump sum payment to all bargaining unit employees who are employed as of the date of Council adoption, paid with the first full pay period following Council adoption
- c. 3% increase to all salary ranges, beginning with the full pay period of July 2017
- d. 3% increase to all salary ranges, beginning with the full pay period of July 2018
- e. Changes to procedures and grace period for overpayments

**2. Group Medical – MOU Section: HEALTH/DENTAL PLANS**

*(Attachment 2)*

- a. Active medical
  - i. 90%/10% 2016 Kaiser PERS rate (premium share)  
City's Share
    - Single Party: \$671.82/month
    - Two-Party: \$1,343.65/month
    - Family: \$1,746.74/month
  - ii. 75%/25% Employer/Employee cost share on annual premium changes beginning in 2017 and thereafter
- b. Medical in retirement
  - i. Pre-Medicare: Current actives, who retire from Concord, shall be eligible for premium coverage fixed at 90% of 2016 Kaiser PERS rate, per the following vesting schedule based on the coverage level in which he/she is participating (Single Party, Two-Party, Family):
    - 0 – 9 years of City of Concord service – PEMHCA minimum
    - 10 – 14 years of City of Concord service – Two-Party at \$1,343.65/month (Annual: \$16,123.80)
    - 15+ years of City of Concord service – Family at \$1,746.74/month (Annual: \$20,960.88)

- ii. Medicare and Combination Plans: Current actives, who retire from Concord, shall be eligible for premium coverage fixed at current 2016 levels, per vestment chart (see attachment).
- iii. Disability: Current active employees who become disabled are not subject to the vesting schedule for retiree medical.
- iv. Employees hired after the date of adoption of this Agreement will be limited to PEMHCA minimum upon retirement (Service Retirement or Industrial Disability Retirement).

**3. Uniforms – MOU Section: UNIFORMS**

*(Attachment 3)*

- a. Sets uniform allowance at \$1,400.00 annually.

**4. Employee Representation - MOU Section: EMPLOYEE REPRESENTATION**

*(TA: Attachment 4; signed on 6/1/16)*

- a. "Electronic Mail. Association representatives may utilize the City's electronic mail system solely to provide PMA members notification of the time, date and location of Board and membership meetings. When using the City's electronic mail system for Association business, the Association shall comply with Administrative Directive 162, Computer Systems & Related Technologies Usage Policy & Security Guidelines."

**5. Grievance Procedure - MOU Section: GRIEVANCE PROCEDURE**

*(TA: Attachment 5; signed on 5/24/16 and 6/18/16)*

- a. Defines Grievance Procedure: More specifically, *Definition, Employee Representative, Class Actions & Association Grievances, Parties' Intent, Procedure (steps), Waiver of Steps or Time Limits, and No Interruption of Work.*

**6. Compensatory Time– MOU Section: COMPENSATORY TIME**

*(TA: Attachment 6; signed on 5/24/16)*

- a. The maximum compensatory time accrual shall be 170 hours... "Any employee may request payment of up to eighty (80) hours of compensatory time accrued in accordance with the following provisions:
  - 1. During the periods of April 1 through April 15 and October 1 and October 15, each year. The Association member may elect to receive cash for up to eighty (80) hours' worth of compensatory time accrued in each cash out period.

2. Payment of the cash in lieu of compensatory time off shall be made not later than the last payday of the next month following the date the officer elected to receive such cash payment."

**7. Take Home Vehicles – MOU Section: NEW/TAKE HOME VEHICLES**

*(TA: Attachment 7; signed on 6/18/15)*

- a. "Effective July 1, 2015 Police Captains who are assigned take home vehicles shall have full and exclusive use of their assigned take home vehicle.
  1. Said vehicle is to be used by the Police Captain in connection with their duties as a Concord Police Captain and for incidental personal reasons whereby the Captain is available to respond to a threshold event.
  2. The Police Captain shall not use this vehicle for family vacations or trips in which the Captain would not reasonably be expected to respond to an incident or event.
  3. The Police Captain shall not allow a third party to drive the vehicle, except by City personnel in the performance of City business or in the course of routine vehicle maintenance or repair.
  4. The Police Captain shall not use the vehicle for, or in the furtherance of, any unlawful purpose or act, or for private commercial gain.
  5. Alcohol consumption is prohibited whenever using the assigned vehicle."

**8. Vacation (Cash-out) – MOU Section: VACATION**

*(TA: Attachment 8; signed on 6/1/16)*

- a. Cash Payment in Lieu of Vacation Time off must be made as non-revocable election by December 31 of calendar year prior to cash-out
- b. Maximum annual 40 hours, so long as 80 hours remain after cash-out

**9. Employee Assistance Program- MOU Section: EMPLOYEE ASSISTANCE PROGRAM**

*(TA: Attachment 9; signed on 5/24/16)*

- a. Amendment: minimum visits per year increased to eight (8) from six (6).

**10. Holidays – MOU Section: HOLIDAYS**

*(TA: Attachment 10; signed on 5/24/16)*

- a. "B. In addition, three (3) hours of compensatory time off ("CTO") shall be provided to employees in the first pay period in March. If the employee's CTO balance is at the maximum allowed, then the employee shall be paid the three (3) hours of compensatory time in the first pay period in March."

**11. Retirement Contribution – MOU Section: RETIREMENT CONTRIBUTION**

*(TA: Attachment 11; signed on 5/24/16)*

- a. Revised Sections C, D and E to read as follows:
  1. “C. Effective the first full pay period following July 1, 2014, “Classic” or “legacy” employees in the bargaining unit will contribute the full 9% member contribution and the City will pay no portion of the member contribution.”
  2. “D. As required by PEPRAs for “new members” hired after January 1, 2013, the City provides the California Public Employee Retirement System Local Safety 2.7% at 57 retirement formula and complies with Government Code sections 7522 et seq., including but not limited to a cap on pension benefits, and the three year average for calculating final compensation.”
  3. “E. In addition, in compliance with PEPRAs, effective the first full pay period following July 1, 2014, new members shall pay the full amount required under PEPRAs. Specifically, those employees will pay 50% of the normal cost for their pension benefit.”

**12. Sick Leave – MOU Section: SICK LEAVE**

*(TA: Attachment 12; signed on 6/1/16)*

- a. “The existing policy [Policy and Procedure No. 41, Sick Leave] on the payment of unused sick leave shall be one-fourth (1/4) of unused sick leave, not to exceed 200 hours, available at retirement, or upon termination if eligible for retirement.”

**13. Re-stated MOU**

*(Attachment 13)*

- a. Section: ADMINISTRATIVE LEAVE through Section: TERM



**City of Concord and PMA – Police Managers Representation Union – Contract Negotiations**

~~December 23, 2015~~ July 11, 2016

**City Proposal 12 – Revised to change pay increase to be effective first full pay period following Council adoption of MOU.**

**MOU Section: SALARY ADJUSTMENTS ~~AND CONVERSION TO SALARY STEP SYSTEM~~**

**Language:**

Effective the first full pay period following Council approval of the MOU (whichever is later), base wages for all bargaining unit classifications will be increased by 5.5% reflecting a 2.5% base wage increase for 2015-16 plus a 3% base wage increase for 2016-17. Further a one-time lump sum payment of \$2,000 shall be made to all bargaining unit employees who are employed as of the date of Council adoption. The lump sum payment shall be payable in the first full pay period following Council approval of the MOU.

Effective the first full pay period of July 2017, wages for all bargaining unit classifications will be increased by 3%

Effective the first full pay period of July 2018, wages for all bargaining unit classifications will be increased by 3%

Effective the first full pay period in July, 2016, base wages for all bargaining unit classifications will be increased by 3%.

Contingent upon agreement by the Association to the City Benefits proposal dated December 23, 2015, the City is willing to provide a one time lump sum payment of \$2,000 to all bargaining unit employees who are on the City payroll on the date of Council adoption of the MOU.

**Note: Delete the following outdated and vestigial language:**

~~Effective 9 October, 2007, all bargaining unit members shall receive a 6% pay increase pursuant to subsection "A" below. This pay increase reflects the parties' agreement to move the Police Managers from a Pay for Performance system to a Salary Step System.~~

~~The parties agree that the ranges below represent a six (6%) percent across the board increase, which shall apply to all bargaining unit members, effective October 9, 2007. After the first pay period in October 2007, upon the anniversary date of the employee's promotion into grade (Lieutenant or Captain), the employee shall be placed on the pay step closest to the employee's rate of pay. The employee shall be placed on the pay step that would not cause a decrease to the employee's rate of pay.~~

**Example:**

Police Lieutenant with a promotion/anniversary date of March 13<sup>th</sup>

<del>October 2006</del>	<del>Base Salary</del>	<del>\$9,100.00</del>
<del>October 2006</del>	<del>ICA percentage</del>	<del>8.5%</del>
<del>October 2007</del>	<del>Base Salary</del>	<del>\$9,873.50</del>
<del>October 2007</del>	<del>6% across the board increase</del>	<del>\$10,465.91</del>
<del>March 2008</del>	<del>Placement into step system</del>	<del>\$10,786 (Step C)</del>
		<del>(Yields a one-time</del>
		<del>Salary adjustment</del>
		<del>Of \$320.09)</del>
<del>July 2008</del>	<del>2.75% across the board increase</del>	
<del>July 2009</del>	<del>2.75% across the board increase</del>	
<del>March 2009</del>	<del>Upon a rating of satisfactory or better in the employee's annual performance evaluation, employee will move to the next salary step as adjusted by the across the board increases.</del>	

**Base Salary:**

<u>Class</u>	<u>Pay Category</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Lieutenant	Base Salary	\$9,783	\$10,273	\$10,786	\$11,326	\$11,892
Police Captain	Base Salary	\$12,486	\$13,111	\$13,766		

**Police Professionalization Pay:**

<u>Class</u>	<u>Pay Category</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Lieutenant	PPP — 2.5%	\$10,028	\$10,529	\$11,056	\$11,609	\$12,189
Police Lieutenant	PPP — 7.5%	\$10,517	\$11,043	\$11,595	\$12,175	\$12,784
Police Captain	PPP — 2.5%	\$12,799	\$13,439	\$14,110		
Police Captain	PPP — 5.0%	\$13,111	\$13,766	\$14,455		

Effective the first full pay period in October 2007, all Lieutenants will no longer participate in the City's pay for performance plan. Instead, they will participate in to a five step system denoted A through E with five (5%) percent increments between each step. Effective the first full pay period in October 2007 all Captains will no longer participate in the City's pay for performance plan. Instead, they will participate in a three step system denoted A through C, with five (5%) increments between each step. All Managers will be adjusted into the step closest to their current salary, without a pay decrease. For purposes of this transition, current salary shall be defined as base pay which includes the total ICA award granted in October 2006. In not event will Managers advance more than one step during this transition. Once in the step system, all Managers must receive a performance rating of satisfactory or above to be eligible to advance in steps based on their anniversary of promotion as outlined in the "Anniversary Date of Step Increases" section above. Once transitioned into the step system the negotiated pay increases will be applied to all management employees following the negotiated scheduled pay increases denoted below:

- A. Beginning October 9, 2007, the base pay ranges for all classifications within the PMA shall be adjusted by six percent (6%).
- B. Beginning the first pay period after July 1<sup>st</sup>, 2008, the base pay ranges for all classifications within the PMA shall be adjusted by two and three quarter's percent (2.75%).
- C. Beginning the first pay period after January 1<sup>st</sup>, 2009, the base pay ranges for all classifications within the PMA shall be adjusted by two and three quarter's percent (2.75%).
- D. Beginning the first pay period after July 1<sup>st</sup>, 2009, the base pay ranges for all classifications within the PMA shall be adjusted b two and one half percent (2.5%).
- E. Beginning the first pay period after January 1<sup>st</sup>, 2010, the base pay ranges for all classifications within PMA shall be adjusted by two and one half percent (2.5%).
- F. Beginning the first pay period after July 1<sup>st</sup>, 2010, the base pay ranges for all classifications within the PMA shall be adjusted by two and one half percent (2.5%).
- G. Beginning the first pay period after January 1<sup>st</sup>, 2011, the base pay ranges for all classifications within the PMA shall be adjusted by two and one half percent (2.5%)

City: \_\_\_\_\_  
Association: \_\_\_\_\_



City of Concord and PMA – Police Managers Representation Union – Contract Negotiations

~~December 23, 2015~~ ~~June 18, 2015~~ ~~May 31, 2016~~ July 11, 2016

City Proposal 10 Revised to increase Retirement Health Contributions.

MOU Section: HEALTH/DENTAL PLANS

Language:

HEALTH/DENTAL PLANS:

A. Group Medical Coverage

1. Active Employees

1.1 The City shall continue to contract with CalPERS for medical insurance plans for unit employees through the term of this Agreement.

1.2 As soon as practical, but not later than 90 days from the effective date of the agreement, ~~Beginning with Plan Year 2016~~ the City shall pay 90% of the Kaiser premium at each rate of coverage (Single Party, Two-Party, Family):

<u>Single Party</u>	<u>\$671.82</u>
<u>Two-Party</u>	<u>\$1,343.65</u>
<u>Family</u>	<u>\$1,746.74</u>

Beginning with Plan Year 2017, the parties agree to share seventy-five percent (75%) City and twenty-five percent (25%) employee any future increases (or decreases) in the Kaiser Premium.

The City contribution towards medical premiums shall be calculated as follows: 2016 Kaiser premium + (current Kaiser Premium – 2016 Kaiser premium\* (.75))

60 days prior to the effective date of the new Kaiser premium rates, as announced by CalPERS, the parties will meet to calculate the City and employee contributions.

2. Flexible Spending Account (IRC Section 125):

2.1 As soon as practical, but not later than 90 days from the effective date of the agreement, the City will expand the existing premium conversion arrangement under IRC Section 125 to enable pre-tax contributions for medical insurance only by the City on behalf of participating employees. Effective January 1, 2017, the City will implement a Flexible Spending Account ("FSA") under IRC Section 125 to permit employees to make pre-tax contributions towards a variety of benefits.

2.2 Pursuant to changes in the preceding paragraph, the City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each active employee. Effective upon establishment of the FSA, the City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each active employee.

2.3 In addition, tThe City shall make a premium contribution to the FSA on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution, equals the City contribution calculated in Section 18.1.1.3A.1. For 20156, the PEMHCA minimum is \$1225.

[EXAMPLE: If the PEMHCA minimum contribution is \$1225, and the City's share of premium for Employee Only is \$637.6471.82, then the City will make a direct PEMHCA payment of \$1225 and contributemake available \$515.6446.82 to the employee's FSA under the premium conversion arrangement.]

An employee may use the City's contribution to the FSA toward the medical insurance plan for which s/he has elected to enroll.

2.4 Employees with medical coverage from a source other than through their employment with the City may request that their medical coverage as employees of the City be terminated; and shall, in lieu of that coverage be paid as follows:

- For those qualified and hired by the City of Concord before January 1, 2015, Medical in Lieu shall be \$400.
- For those qualified and hired by the City on or after January 1, 2015, Medical in Lieu shall be \$200.

To participate in this program, employees shall waive their individual health plan coverage by signing a form provided by the City and providing proof of the alternate medical coverage to the Human Resources Department. Such proof must be resubmitted each year during the City's health waiver recertification period. If such proof is not provided by the end of the recertification enrollment period, payments shall be stopped and the employee will be enrolled in a health plan effective January 1<sup>st</sup> of the following year.

- 2.5 Consistent with applicable laws and regulations, each worker may authorize salary deductions for any benefits permitted by law and provided for in the FSA plan document. Those benefits will include:
- a. Health insurance in accordance with PERS regulations and Federal law;
  - b. Child care expenses not otherwise reimbursed by the City;
  - c. Any qualified personal medical, dental and vision care expenses not covered by the City's plans, including but not limited to deductibles, co-payments, medication and medical equipment;
  - d. Commuter Benefits

3. Retiree Medical Insurance

Current employees hired prior to the effective date of this Agreement and who meet the requirements set forth in this section shall be vested per the following vesting schedule up to the flat dollar contribution rates set forth in the charge below, determined by the level of coverage selected (Single Party, Two-Party, and Family plan type):

~~Employees and retirees have no vested right to retiree medical benefits beyond that created by law under the PEMHCA system. However, during the life of this MOU, for active employees hired before June 30, 2016 prior to the effective date of this agreement continuously for ,who retire directly from the City, in accordance with CalPERS and PEMHCA requirements, and choose to enroll in the PERS Health Plan within one hundred twenty (120) days of their separation from the City, the City shall reimburse the retirees up to the cost of the and plan typeretiree's monthly PERS medical premium the following amounts, based on the properly calculated City 2015 contribution towards premiums at the Employee+1 level and the following vesting formula:~~

**Vesting Schedule:**

- 0 – 9 years of City of Concord service – PEMHCA minimum
- 10-14 years of City of Concord service – Two-Party
- 15+ years of City of Concord service – Family

**Exception for Current Employees who become disabled:**

Current employees (those hired prior to the date of this agreement) who become disabled during the course of their employment shall not be subject to the vesting schedule for retiree medical benefits.

**Plan Types:**

- Basic Plan (Pre-Medicare)
- Supplemental Medicare Plan (Retiree and dependent(s) are Medicare eligible)
- Combination Plan (when at least one covered party – retiree or dependent are Medicare eligible but at least one of the other covered individuals is not Medicare eligible)

<u>Plan Type – Basic Plan (Pre-Medicare)</u>	
<u>Level of Coverage</u>	<u>City Monthly Contribution</u>
<u>Single Party Only</u>	<u>\$671.82</u>
<u>Two-Party</u>	<u>\$1,343.65</u>
<u>Family</u>	<u>\$1,746.74</u>
<u>Plan Type – Supplemental Medicare Plan Type (Retiree and dependent(s) are all Medicare eligible)</u>	
<u>Level of Coverage</u>	<u>City Monthly Contribution</u>
<u>Medicare Retiree Only</u>	<u>\$287.52</u>
<u>Medicare Retiree+1 Medicare Dependent</u>	<u>\$575.04</u>
<u>Medicare Retiree+2 or more Medicare Dependents</u>	<u>\$862.56</u>
<u>Plan Type – Combination Plan Type Option 1 (Retiree is Medicare eligible, but dependent(s) are not)</u>	
<u>Level of Coverage</u>	<u>City Monthly Contribution</u>
<u>Medicare Retiree+1 Basic Dependent</u>	<u>\$937.30</u>
<u>Medicare Retiree+2 or more Basic Dependents</u>	<u>\$1,321.01</u>
<u>Medicare Retiree+1 Medicare Dependent+1 or more Basic Dependent(s)</u>	<u>\$974.16</u>
<u>Plan Type – Combination Plan Type Option 2 (Retiree is not Medicare eligible, but one or more dependent(s) are)</u>	
<u>Level of Coverage</u>	<u>City Monthly Contribution</u>
<u>Basic Retiree+1 Medicare Dependent</u>	<u>\$937.30</u>
<u>Basic Retiree+2 or more Medicare Dependents</u>	<u>\$1,235.10</u>
<u>Basic Retiree+1 Basic Dependent+1 or more Medicare Dependent(s)</u>	<u>\$1,321.01</u>

Retiree contributions will vary based on future changes to health premiums and health plan selected. However, the City contribution shall be fixed at the levels listed above.

In the event that the retiree selects a medical plan with a premium less than the City’s fixed contribution, the City shall pay the lesser amount.

3.1 Employees hired on or after the effective date of this agreement and employees hired before the effective date but who work fewer than **tenfive (105)** contiguous years for the City of Concord shall have no vested right to retiree medical benefits beyond the minimum contribution rate provided by law. However, any employee who retired directly from City of Concord and was eligible for the retirement medical benefit prior to the effective date of this agreement, but subsequently returns to employment with Concord shall retain his/her eligibility for retirement health benefits pursuant to section A.3. In addition, any employee who has received a conditional offer of employment

with the City prior to the effective date of this agreement shall be treated as an active employee on the effective date for purposes of section A.3.

<u>Single Party Only</u>	<u>\$671.82</u>
<u>Two Party</u>	<u>\$1,343.65</u>
<u>Family</u>	<u>\$1,746.74</u>

For employees hired before December 31, 2015 and who do not work for the City of Concord for five (5) or more years, but retire within one hundred twenty (120) days of their separation from the City, the City shall contribute the minimum contribution established by PERS.

<u>Years of Service With City of Concord</u>	<u>Reimbursement</u>
<u>10 or More Years of Service</u>	<u>\$623.50 (50% of the City's 2015 Contribution towards Employee+1)</u>
<u>15 or More Years of Service</u>	<u>\$935.25 (75% of the City's 2015 Contribution towards Employee+1)</u>
<u>20 or More Years of Service</u>	<u>\$1,247.01 (100% of the City's 2015 Contribution towards Employee+1)</u>

3.1 For employees hired on or after July 1, 2016 who choose to enroll in the PERS Health Plan or for employees who fail to enroll in a PERS health plan within one hundred twenty (120) days of separation from the City (regardless of hire date), the City shall contribute the minimum contribution established annually by PERS.

4. Nothing in this agreement shall preclude the City from selecting an alternative health care provider (other than PEMHCA) after the expiration of this agreement, subject to bargaining obligations under state law. However, should the City change health care providers in the future, it shall continue to pay toward retiree health coverage in the amounts set forth in 3.

18.1.445. The parties agree to re-open to meet and confer on regulatory changes related to the Affordable Care Act which arise during the term of this MOU.

A. Health Plans:

1. City will pay Kaiser monthly rates for current plan benefits as follows:

<u>Employee</u>	<u>\$431.17</u>
<u>Employee + 1</u>	<u>\$862.34</u>
<u>Employee + 2</u>	<u>\$1,121.04</u>

The parties agree that (60) days prior to the effective date of the new Kaiser premium rates, as announced by CALPERS, the parties will calculate the increase in the premiums from the prior year and any such increases shall be shared by the parties pursuant to the following formula: The City shall pay the first full 5% of any such increase of premiums from the prior year. Premium increases in excess of 5% shall be shared

~~equally (50/50) between the City and the employees. This will be accomplished by calculating the increase, if any, into a dollar amount per employee and then deducted from the employee payroll checks on a monthly basis for the following twelve months, or until the effective date of the new rates. In no case will the adjustment be greater than \$20 per month for a total of \$240 per year. In the event that the formula requires employee contributions in years 2, 3 and 4 of this Agreement, the maximum increase will be \$5 per calendar year. By way of example, the maximum amount permitted to be assessed against the employee will be as follows: year 1—\$20; year 2—\$25; year 3—\$30; and, year 4—\$35 per month. The annual contributions will not compound. In the event there is a reduction in the health premiums in a given year, the City shall enjoy all such savings. For initial implementation purpose the first cost sharing payment will be deducted on the second pay period in December 2007.~~

~~The parties agree that City shall comply with any PERS mandate to provide health benefits to Domestic Partners~~

~~Kaiser rates will be maximum for City payment to other health plans, and for sick leave conversion for those retiring or beginning Long Term Disability (LTD) after July 5, 1993.~~

~~City will pay Kaiser rates for \$3 co-pay plan for visits and prescriptions, such rates to be used to set maximum reimbursement level for other health plans and sick leave conversion.~~

~~Beginning July 1, 1998, City will enter into the "PERS" Health Benefits Program. Kaiser "North" rates will be maximum City payment for other "PERS" health plans offered. Such premium level of payment is limited to current active unit members and their covered dependents, and those unit members who retired as a member of the City of Concord "PERS" Retirement Plan (effective June 21, 1993). City of Concord "PERS" Retirement Plan membership is limited to unit members who are active unit members and retired unit member receiving a "PERS" retirement benefit allowance from service with the City of Concord who retired within 180 days of separation from the City of Concord. This medical benefit is subject to "PERS" Health Benefit Program requirements.~~

~~City will pay the maximum premium of the Kaiser "North" rates (basic plan) for all active and retired unit members and their covered dependents. Retired unit members and their covered dependents who are age 65 or older are limited to City's cost of the Kaiser "North" rates for Supplemental Medical Premium.~~

~~2.1. No change.~~

~~3.2. No change.~~

~~4.3. No change~~

~~5. Any employee who may have health plan coverage as a result of being an eligible dependent of another City employee, or who may have health plan coverage as an eligible dependent of a person employed elsewhere, may request that their health plan coverage as an employee of the City be terminated; and that, in lieu of the amount the City would~~

~~otherwise pay for the health plan coverage for that employee, Kaiser employee rate per month be paid to that employee.~~

~~To participate in this program, the employee shall sign a waiver, provided by the City, of health plan coverage; provide proof of health plan coverage for him/herself which shall be provided to the Human Resources Department. Such proof must be resubmitted each year during the City's health waiver recertification period. If such proof is not provided by the end of the recertification period, payment shall be stopped and the employee enrolled in a health plan effective January 1 of the following year.~~

~~6.4. No change.~~

~~7.~~

~~B.A. Dental Plans:~~

- ~~1. The City maintains the current level of coverage for the Association and pay total premium cost for employee and dependents. The 2016 rates are:~~

<del>1 Party</del>	<del>\$44.43</del> <u>41.60</u>
<del>2 Party</del>	<del>\$87.22</del> <u>82.70</u>
<del>3+ Party</del>	<del>\$153.09</del> <u>147.30</u>

- ~~2. No change.~~
- ~~3. No change.~~

**City:** \_\_\_\_\_

**Association:** \_\_\_\_\_



City of Concord and PMA – Police Managers Representation Union – Contract Negotiations

July 11, 2016

City Proposal 9

MOU Section: UNIFORM ALLOWANCE

Language:

A. A uniform allowance will be made ~~in two (2) equal payments, the first pay period in November and the first pay period in June.~~the first full pay period in July. The uniform allowance shall be one thousand ~~four hundred~~three hundred fifty dollars (\$1,~~000~~400~~350~~) annually ~~and that amount shall increase by fifty dollars (\$50.00) on each subsequent first pay period in July during the term of this Agreement.~~

City: \_\_\_\_\_

Union: \_\_\_\_\_



6/5/15

**City of Concord and PMA – Contract Negotiations**

June 5, 2015

**Union Proposal 2: City Counter Proposal 1**

**MOU Section: EMPLOYEE REPRESENTATION**

**Language:**

New:

**3.4 Electronic Mail**

Association representatives may utilize the City’s electronic mail system solely to provide PMA members for purposes of disseminating information to members concerning Association business, including but not limited to, notification of the time, date and location of Board and membership meetings. When using the City’s electronic mail system for Association business, the Association shall comply with Administrative Directive 162. Computer Systems & Related Technologies Usage Policy & Security Guidelines.

City:

Association:



## City of Concord and PMA – Contract Negotiations

June 18, 2015

Union Proposals 5: City Counter Proposal 1

MOU Section: NEW SECTION – GRIEVANCE PROCEDURE

Language:

### Grievance Procedure

#### Definition

A grievance is any dispute which involves the interpretation or application of any provision of this MOU, or an alleged violation of any provision of the Personnel Ordinance, personnel Rules, Policy and Procedure, Resolution of Council, or Administrative Directive dealing with personnel matters, excluding, however, those provisions of this MOU which specifically provide that the decision of any City official shall be final.

#### Employee Representative

At any step in the grievance procedure, the employee concerned will be represented by the Union or, alternatively, may elect self-representation or representation by legal counsel. In either case, the employee concerned shall be personally present at all stages unless that employee specifically waives the right in writing.

#### Class Actions & Association Grievances

In the event more than one employee is directly involved with an issue, the employees may, at any step in the grievance procedure, name one of their number to carry the grievance through the procedure as a class action and be represented by the Association. In a class action grievance, that named employee directly concerned shall be personally present at all stages. The Association will have the sole discretion to advance any Class Action Grievance to the Fourth Step.

#### Parties' Intent

It is the intent to deal with and settle grievances informally and at the nearest practical organizational level and as promptly and fairly as possible. Whenever feasible,

DT  
6/18/15

Transmitted  
6/18/15  
@ 3:47  
(10)

grievances will be handled during the regularly scheduled working day hours of the parties involved.

#### Procedure

First Step. The employee or employees concerned shall first make efforts to resolve such grievance with their immediate supervisor concerned. The grievance shall be submitted to the supervisor within thirty (30) calendar days following the occurrence of the events on which the grievance is based.

Second Step. If a mutually satisfactory solution of a grievance as specified in the paragraph above is not reached, then within seven (7) days of the discussion with the immediate supervisor, the employee or employees aggrieved may reduce the grievance to writing. The grievance shall set forth all of the issues involved; shall be dated and signed by the employee or employees; and shall be submitted to the Chief of Police. The Chief of Police or the person appointed by the Chief of Police to hear and determine the grievance at this step shall make such investigation of the facts and issues as is required and reach a conclusion at the earliest date consistent with the nature of the investigation and with normal conduct of the department's business. Upon reaching such conclusion, but in any event within seven (7) working days of the receipt of the grievance statement, the Chief of Police or designee shall reply in writing stating the department's view of the issue involved.

Third Step. If the grievance has not been disposed of in the second step, the employee, within seven (7) working days after receiving the department's written reply, shall forward the written grievance to the City Manager or the City Manager's designated representative, who will review the facts and issues and make such further investigation as is necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and with normal conduct of the City's business. Upon reaching such conclusion, but in any event within ten (10) working days of the receipt of the grievance statement, the City Manager or the City Manager's designated representative shall reply in writing to the employee setting forth the City's decision.

Fourth Step. Within seven (7) working days after receiving the City Manager's written decision the employee may submit the grievance for consideration by either, but not both, the Personnel Board or an arbitrator, subject, in each grievance submitted to arbitration, to the execution of "An Agreement for Arbitration" signed by the employee, the employee's representative, if any, and the City Manager.

Personnel Board. In considering an employee grievance, the Personnel Board shall hear and investigate the grievance and shall make findings and a decision. The decision of the Personnel Board will have the effect of a judgment.

Arbitrator. The agreement for arbitration will provide that the arbitration decision will have the effect of a judgment. Except as may be otherwise provided herein, provisions of Title 9, commencing with Section 1280 of the Code of Civil Procedure dealing with arbitration, will apply.

The arbitrator shall be selected from among a list of no more than ten (10) names provided by the California State Conciliation Service, the American Arbitration Association, or from a similar body mutually agreed to between the parties. After a toss of the coin to decide which party shall move first, the representative of the City and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains, and such person shall act as the arbitrator. The next to the last name stricken shall be the alternate arbitrator to serve in the event the first arbitrator is not available. This procedure shall be followed until there is an available arbitrator.

The cost of retaining the arbitrator and the incidental expense of hearing shall be borne equally by the parties.

Decision—Final and Binding. The decision of the Personnel Board or the arbitrator, whichever is selected, shall be made in writing within ten (10) working days of the close of the investigation and/or hearing; shall direct the appropriate appointing authority in the disposition of the case; and shall be final and binding upon both parties. In each grievance matter, the Personnel Board and the arbitrator shall be restricted to the interpretation and application of existing policies, rules, directives, or procedures and shall not change existing wage rate schedules or employee benefits.

Waiver of Steps or Time Limits

Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived upon consent of all parties involved.

No Interruption of Work

During the determination of a grievance herein, there shall be no interruption of scheduled work relating to the grievance, except as provided for in Section 16.3.

City:

Association:

Don Scully 5/24/16  
[Signature] 5/24/16 (TD)



City of Concord and PMA – Police Managers Representation Union – Contract Negotiations

June 30, 2015

City Proposal 1 – Revised (in consideration of UP7 Compensatory Time)

MOU Section: COMPENSATORY TIME

Language:

The maximum compensatory time accrual shall be 170 hours. Any overtime earned which would cause the accrued compensatory time to exceed the maximum shall be paid in cash at the appropriate overtime rate. Any employee may request payment of up to ~~sixty-eighty (6080)~~ hours of compensatory time accrued in accordance with the following provisions:

A. During the periods of April 1 through April 15 and October 1 through October 15, each year, ~~the~~ The Association member may elect to receive cash for up to ~~sixty-eighty (6080)~~ hours' worth of compensatory time accrued in each cash out period.

A.B. Payment of the cash in lieu of compensatory time off shall be made not later than the last payday of the next month following the date the officer elected to receive such cash payment.

~~B. Payment for compensatory time shall be paid by separate warrant.~~

C. Absent a declared emergency, request for use of accumulated compensatory time off shall be honored when such requests are submitted with seven (7) calendar days advanced notice.

City:

Tom Jule 6/5/14/16

Union:

W 5/24/16 (A)



## City of Concord and PMA – Contract Negotiations

June 5, 2015

Union Proposal 10: City Counter Proposal 1

MOU Section: TAKE HOME VEHICLES

Language:

New:

### TAKE HOME VEHICLES

~~Police Captains and certain police lieutenants are responsible for critical threshold events such as Officer Involved Shootings, fatal crashes, suspicious death, natural disasters, and other critical incidents. Police Captains are additionally responsible for injured employees, spontaneous threshold community events, critical incidents and investigations, and personnel within a dynamic 24/7 operation.~~

Effective July 1, 2015 Police Captains ~~and Police Lieutenants~~ who are assigned take home vehicles ~~will~~ shall have full and exclusive use of their assigned take home vehicle.

- Said vehicle is to be used by the Police ~~Manager-Captain~~ in connection with their duties as a Concord Police ~~Manager-Captain~~ and for incidental personal reasons whereby the ~~Manager-Captain~~ Captain is available to respond to a threshold event.
- The Police ~~Manager-Captain~~ may ~~shall~~ not use this vehicle for family vacations or trips in which the ~~manager-Captain~~ would not reasonably be expected to respond to an incident or event.
- The Police ~~Manager-Captain~~ will ~~shall~~ not allow a third party to drive the vehicle, except by City personnel in the performance of City business or in the course of routine vehicle maintenance or repair.
- The Police ~~Manager-Captain~~ will ~~shall~~ not use the vehicle for, or in the furtherance of, any unlawful purpose or act, or for private commercial gain.
- Alcohol consumption is prohibited whenever using the assigned vehicle.

City: Amesbury, 01815

Association: ~~PA~~ 6/18/15



## City of Concord and PMA – Contract Negotiations

June 18, 2015 May 31, 2016

Union Proposals 12: City Counter Proposal 1

MOU Section: VACATION

Language:

### E. Cash Payment in Lieu of Vacation Time Off

During the periods July 1 through July 15 and January 1 through January 15 of each year, an employee may elect to receive cash for up to eight (80) hours of accrued vacation time.

For the purposes of reducing excess vacation accrual, employees may elect to receive compensation ("cash-out"), annually, for a maximum of 40 hours of accrued vacation each year, so long as two workweeks of accrued vacation remain for the benefit of the employee after the cash-out is taken. This election must be made in writing no later than December 31 of the calendar year prior to when the cash-out is scheduled to occur. By way of illustration, employees seeking a cash-out in calendar year 2016 must submit their cash-out election by December 31, 2015. This compensation shall occur on the first full pay period in August following submission of the irrevocable election form (See Attachment \_\_\_\_\_). No exceptions will be made to this policy. If the non-revocable election is not made by December 31, there will be no other opportunity to cash-out vacation accruals until/unless the non-revocable election is made by the employee on or before December 31 of the following year.

eight  
of 80

City:

Association:

*[Handwritten signatures and dates in blue ink]*  
City: Tom Jule 6/1/16  
Association: [Signature] 6/1/16



**City of Concord and PMA – Police Managers Representation Union – Contract Negotiations**

**City Proposal 2**

**MOU Section: EMPLOYEE ASSISTANCE PROGRAM**

**Language:**

The City shall continue to maintain an Employee Assistance Program (EAP). The parties agree that the minimum visits for the Association employees shall be ~~six-eight (86)~~ per contract year for employees and their eligible dependents.

City:

Tom Jacobs 5/24/16

Union:

[Signature] 5/24/16



City of Concord and PMA – Police Managers Representation Union – Contract Negotiations

City Proposal 3

MOU Section: HOLIDAYS

Language:

B. In addition, three (3) hours of compensatory time off ("CTO") shall be provided to employees in the first pay period in March. If the employee's CTO balance is at the maximum allowed, then the employee shall paid the three (3) hours of compensatory time in the first pay period in March.

City:

Tom Jacobs 5/24/16

Union:

[Signature] 5/24/16



City of Concord and PMA – Police Managers Representation Union – Contract Negotiations

City Proposal 6

MOU Section: RETIREMENT CONTRIBUTION

Language:

- A. The City provides retirement benefits to employees under the California Public Employees Retirement System ("PERS") and, in the administration of the retirement program, PERS Rules and Regulations shall apply.
- B. Effective June 25, 2001, the City amended its contract with PERS to provide the retirement plan commonly referred to as the 3% at 50 plan.
- ~~C. In addition to the Employer's share of the contribution, the City will pay the employee's share of the contribution, which totals 9% of gross covered compensation. Effective January 8, 2001, the City shall report the value of these Employer Paid Member Contributions as salary to PERS. Effective the first full pay period following July 1, 2014, "Classic" or "legacy" employees in the bargaining unit will contribute the full 9% member contribution and the City will pay no portion of the member contribution.~~
- ~~D. As required by PEPPRA for "new members" hired after January 1, 2013, the City provides the California Public Employee Retirement System Local Safety 2.7% at 57 retirement formula and complies with Government Code sections 7522 et seq., including but not limited to a cap on pension benefits, and the three year average for calculating final compensation.~~
- ~~C-E. In addition, in compliance with PEPPRA, effective the first full pay period following July 1, 2014, new members shall pay the full amount required under PEPPRA. Specifically, those employees will pay 50% of the normal cost for their pension benefit.~~
- ~~D. For purposes of determining retirement benefits, "Final Compensation" shall mean the highest average monthly compensation paid as a salary to an employee during any period of twelve consecutive months during the employee's membership in the PERS Retirement Program. Compensation, as herein defined, paid during any period of service under a Reciprocal System shall be considered compensation for purposes of computing Final Compensation in the Concord retirement plan, provided entry into membership in one system occurred within sixty (60) days of discontinuance of employment as a member of the other system.~~
- ~~E. The City agrees to open negotiations to discuss the issues of the DROP Program and/or the 90% Cap on maximum benefits should either or both of these features be made available as an optional benefit under PERS Retirement. This re-opener provision is strictly limited to these two specified issues.~~

City:

Don Julio  
5/24/16

Union:

[Signature] 5/24/16 (TA)



City of Concord and PMA – Police Managers Representation Union – Contract Negotiations

City Proposal 7

MOU Section: SICK LEAVE

Language:

The existing policy on the ~~return payment~~ of unused sick leave shall be one-fourth (1/4) of unused sick leave, not to exceed 200 hours, available at retirement, or upon termination if eligible for retirement.

Policy & Procedure No. 41, titled SICK LEAVE shall be amended as follows:

4.23 — ~~In the event of a death of a member of the employee's immediate family or the death of a parent in law, or grandparents of spouse or employee.~~

4.25 — ~~In the case of the employee's illness due to pregnancy, sick leave shall apply to those periods when the employee is expected to return to work during the term of the pregnancy. If the employee is ordered to cease work by her physician due to pregnancy the employee shall be allowed to select either one of the following options: use any available sick leave, vacation, or compensatory time, and authorized leave of absence without pay during the period commencing with cessation of work to the date released to return to work by the attending physician. An extension of paid absence beyond the period through the use of available vacation and comp time is at the discretion of the appointing authority. An extension of authorized leave of absence without pay shall be in accordance with Section 16 of Policy & Procedure No. 37, PERSONNEL RULES.~~

City:

Union:

*Handwritten signatures and dates in blue ink:*  
City: *[Signature]* 6/1/16  
Union: *[Signature]* 6/1/16 *(a)*

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF CONCORD**  
**AND**  
**THE CONCORD POLICE MANAGERS’**  
**REPRESENTATION UNIT**

**October 9<sup>th</sup>, 2007 to July 10<sup>th</sup>, 2011**

## TABLE OF CONTENTS

<b>SUBJECT</b>	<b>Page</b>
ADMINISTRATIVE LEAVE.....	3
AGREEMENT .....	3
ALCOHOLIC BEVERAGES AND ILLEGAL OR CONTROLLED SUBSTANCES .....	4
ANNIVERSARY DATE OF STEP INCREASES .....	4
DEPENDENT CARE AND HEALTH PREMIUM PRE-TAX SALARY REDUCTION PROGRAM .....	4
DISABILITY BENEFIT COORDINATION.....	4
DUES DEDUCTION .....	5
REPRESENTATION BY EMPLOYEES:.....	5
BULLETIN BOARD.....	5
MANAGEMENT RIGHTS.....	5
<b>NON-DISCRIMINATION.....</b>	<b>6</b>
HOURS OF WORK.....	6
BREAKS.....	7
LUNCH PERIOD.....	7
<b>EMERGENCY MEAL.....</b>	<b>7</b>
DAYLIGHT SAVINGS TIME .....	7
SALARY ADJUSTMENTS AND CONVERSION TO SALARY STEP SYSTEM:.....	8
OVERPAYMENT -- GRACE PERIOD .....	10
ORGANIZATIONAL CHANGES:.....	10
ECONOMIC/BUDGET UPDATE .....	5
COMPENSATORY TIME .....	11
COURT APPEARANCES: .....	11
POLICE PROFESSIONALIZATION PROGRAM.....	<u>13</u> <del>12</del>
HOLIDAYS:.....	13
VACATION.....	14
<b>VACATION USAGE.....</b>	<b>15</b>
<b>ACCRUAL RATE UPON RE-EMPLOYMENT, REINSTATEMENT, OR REHIRE.....</b>	<b>15</b>
<b>CASH PAYMENT IN IEU OF VACATION TIME OFF.....</b>	<b>15</b>
<b>VACATION PAY UPON TERMINATION.....</b>	<b>15</b>
<b>UPON DEATH.....</b>	<b>16</b>
PROBATIONARY PERIOD .....	<u>16</u>
<b>DEMOTIONS.....</b>	<b>16</b>
<b>STATUS WHILE ON AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY.....</b>	<b>16</b>
<b>STATUS OF AN EMPLOYEE UPON RESIGNATION OR RETIREMENT.....</b>	<b>17</b>
<b>SENIORITY.....</b>	<b>17</b>
SICK LEAVE .....	<u>17</u>
<b>DISCIPLINARY ADMINISTRATIVE LEAVE.....</b>	<b>19</b>
<b>JURY DUTY.....</b>	<b>19</b>
<b>AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY.....</b>	<b>20</b>
<b>AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY FOR MILITARY DUTY.....</b>	<b>21</b>
FAMILY CARE LEAVE .....	<u>21</u>

<b>CATASTROPHIC LEAVE.....</b>	<b>21</b>
<b>FLEXIBLE BENEFITS PLAN: .....</b>	<b>22</b>
<b>DISCIPLINE AND DISCIPLINARY PROCEDURE.....</b>	<b>5</b>
<b>GRIEVANCE PROCEDURE.....</b>	<b>29</b>
<b>SAFETY AND HEALTH.....</b>	<b>31</b>
<b>SAFETY GLASSES PROGRAM:.....</b>	<b>32</b>
<b>INOCULATIONS .....</b>	<b>32</b>
<b>WELNESS PROGRAM.....</b>	<b>32</b>
<b>HEALTH/DENTAL PLANS: .....</b>	<b>33</b>
<b>LIFE INSURANCE.....</b>	<b>35</b>
<b>SHORT TERM DISABILITY .....</b>	<b>35</b>
<b>LONG TERM DISABILITY.....</b>	<b>35</b>
<b>JOB INJURY LEAVE WITH PAY FOR POLICE OFFICERS .....</b>	<b>36</b>
<b>RETIREMENT CONTRIBUTION: .....</b>	<b>40</b>
<b>RETIREMENT SOCIAL SECURITY OFFSET .....</b>	<b>40</b>
<b>CONVERSION OF SICK LEAVE TO RETIREMENT SERVICE CREDIT.....</b>	<b>40</b>
<b>DEFERRED COMPENSATION .....</b>	<b>41</b>
<b>EMPLOYEE ASSISTANCE PROGRAM .....</b>	<b>41</b>
<b>TUITION REIMBURSEMENT .....</b>	<b>41</b>
<b>EMBLEMS AND INSIGNIA:.....</b>	<b>42</b>
<b>UNIFORM ALLOWANCE: .....</b>	<b>42</b>
<b>REIMBURSEMENT.....</b>	<b>42</b>
<b>TRAVEL.....</b>	<b>44</b>
<b>POLICIES AND PROCEDURES.....</b>	<b>45</b>
<b>OUTSIDE EMPLOYMENT.....</b>	<b>45</b>
<b>PROHIBITED ACTIVITIES.....</b>	<b>46</b>
<b>POST EMPLOYMENT BENEFIT REOPENER:.....</b>	<b>47</b>
<b>RESIDUAL RIGHTS .....</b>	<b>47</b>
<b>ENTIRE AGREEMENT.....</b>	<b>47</b>
<b>REVISIONS, AMENDMENTS, EXTENSIONS.....</b>	<b>47</b>
<b>WAIVER.....</b>	<b>48</b>
<b>SEVERABILITY CLAUSE .....</b>	<b>48</b>
<b>TERM.....</b>	<b>49</b>

**CONCORD POLICE MANAGERS' ASSOCIATION**  
**Memorandum of Understanding**

**ADMINISTRATIVE LEAVE:** Employees shall be entitled to administrative leave as provided in City Policy & Procedure 37.15, ADMINISTRATIVE LEAVE, and shall additionally be provided up to thirty (30) hours of administrative leave on an hour-for-hour basis for emergency overtime with the approval of the Police Chief. Such additional leave may only be taken as time off.

**AGREEMENT:** This Memorandum of Understanding entered into between the CITY OF CONCORD, hereinafter called "City," and the CONCORD POLICE MANAGERS' ASSOCIATION, hereinafter called the "Association," represents the results of meeting and conferring in good faith in accordance with Section 3500, et. seq., of the California Government Code.

The parties executing this Memorandum are the duly appointed representatives of the Concord Police Managers' Representation Unit. The parties acknowledge the existence of a separate "Police Managerial Representation Unit" collective bargaining agreement applicable to the ranks of Captain and Lieutenant only. The parties agree that the parties negotiated the separate Captains' and Lieutenants' bargaining agreement with the express purpose to form a separate bargaining unit for the ranks of Captain and Lieutenant. Upon the formation of the new unit, the members in the ranks of Captain and Lieutenant shall be subject exclusively to the terms and conditions of the "Police Managerial Representation Unit" collective bargaining agreement. Upon the City Council's adoption of the 2007-2011 "Police Managerial Representation Unit" collective bargaining agreement, the members in the ranks of Captain and Lieutenant shall not be entitled to avail themselves of the rights and privileges of the "Concord Police Association" MOU. Further, the parties agree that any and all "official" separation that creates the two (2) separate and distinct bargaining units shall be accomplished pursuant to the City's Policy and Procedure numbered 37.34, paragraph 6 and the processes included therein to which the parties agree to adhere completely.

The adjustments to wages, hours, and conditions of employment that are set forth in this Memorandum have been discussed in good faith between the parties hereto. The representatives of the Concord Police Managers' Association, acting on behalf of its members and all sworn employees in the rank of Police Lieutenant and Police Captain of the Police Managerial Representation Unit agree to acceptance of all of the adjustments as set forth herein, and the staff representatives of the City agree to recommend to the City Council that all the adjustments set forth herein be adopted in full by the City Council in the manner and procedure prescribed by law.

Except as specifically provided for herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, or with respect to any other matters within the scope of representation unless the parties mutually agree during the period of the term of this Memorandum; provided, however, that if the City desires to change a subject

within the scope of representation which is not specified in this MOU, it shall provide notice to the Association, and shall meet and confer with the Association over the proposal if the Association so requests within ten (10) calendar days of receipt of notice.

The section headings in this Memorandum of Understanding are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

**ALCOHOLIC BEVERAGES AND ILLEGAL OR CONTROLLED SUBSTANCES:**

- A. No member of the Association shall consume, purchase, or transport for personal use any alcoholic beverage or illegal/controlled substance during any portion of the paid duty time unless directed to do so by a supervisor as part of necessary performance of duties. This includes all coffee breaks, paid lunch breaks, contract work and overtime hours worked.
- B. No member of the Association shall report for duty under impairment as a result of alcohol and/or drug abuse.

**ANNIVERSARY DATE OF STEP INCREASES:** The effective anniversary dates for the purpose of step increase for an eligible employee shall be established as follows:

- A. All Managers must receive a performance rating of satisfactory or above to be eligible for consideration for advancement to Step B, which shall occur 26 bi-weekly pay periods following the date of promotion; as adjusted to the beginning date of the closest pay period at that time.
- B. If employed at other than Step A in the salary range for the class, then all Managers must receive a performance rating of satisfactory or above to be eligible for consideration for adjustment advancement to the next salary step, which will take place 26 bi-weekly pay periods following the date of promotion, with the adjustment to the beginning of the closest pay period at that time.
- C. Consideration for all subsequent step increases shall be after receipt of a performance evaluation of satisfactory or above and then shall occur 26 bi-weekly pay periods thereafter for each such step adjustment.

**DEPENDENT CARE AND HEALTH PREMIUM PRE-TAX SALARY REDUCTION PROGRAM:** The City shall provide a salary reduction program which allows employees to make pre-tax contributions for dependent care and health benefit premiums in accordance with Internal Revenue Service (IRS) codes 125/129.

**DISABILITY BENEFIT COORDINATION:** City will provide coordination of industrial disability benefits to fifty (50) percent, i.e. the sworn retirement system shall provide the difference between the amount received for an approved disability allowance from the PERS

retirement system and fifty (50) percent of final compensation for members actively on the payroll June 21, 1993, who have completed at least 12 ½ years of sworn service with the City of Concord. This action was approved by the Retirement Board on January 26, 1994, and City Council approval as of November 11, 1994.

~~**DISCIPLINE AND DISCIPLINARY PROCEDURE:** The parties shall meet and discuss, and as necessary negotiate over, a grievance procedure and disciplinary standards.~~

~~**DUES DEDUCTION:** Dues deduction authorizations recognized by the City will be limited to Certified Employee Organizations and to be on the form provided by the Finance Director.~~

### **3.1 Dues Deduction{ XE "Dues Deduction" }**

Upon written authorization on a form provided by the City, membership dues{ XE "Membership Dues" } will be automatically deducted from an employee's pay and forwarded by the City to the Association.

### **REPRESENTATION BY EMPLOYEES:**

- A. For the purpose of meeting and conferring in good faith regarding wages, hours, and working conditions with a Certified Employee Organization, the City will provide time off with pay to no more than three (3) City employee members during their normal work hours. Meetings held outside of the employee's normal work hours shall be on the employee's own time.
- B. For purposes of **discipline or** grievance or appeal meetings, the City will provide time off with pay for no more than the aggrieved employee plus one (1) other employee during the employees' normal work hours. Meetings held outside of the employees' normal work hours shall be on the employees' own time.
- C. Additional employees called by either party may be present with pay during his/her normal work hours to serve as a resource person or as a witness for meetings described in (A) or (B) above the limited time required to cover the subject. Meetings held outside of that employee's normal work hours shall be on the employee's own time.

**BULLETIN BOARD:** Any material to be posted by the Association shall be posted on a designated bulletin board provided by the City.

### **MANAGEMENT RIGHTS:{ XE "Management Rights" }**

The parties to this Memorandum of Understanding (MOU) agree that the City retains the exclusive right to manage its operations and workforce, except to the extent that such right may be limited by the terms of any collective bargaining agreement, including, but not limited to this MOU, and/or applicable laws, rules, regulations and ordinances. The Association recognizes that the City's rights include, but are not limited to, the right to manage its business and various departments; direct, select, decrease and increase the workforce, including hiring, promotion, demotion, to determine the qualifications of

employees, to transfer employees within and between classifications, suspensions, discharge or layoff; the right to make all plans and decisions on all matters involving the business of the City, including, but not limited to the location of operations, the extent to which the facilities of any department thereof shall be operated, including any additions thereto; to maintain discipline and efficiency of employees; to schedule overtime and to run the City efficiently. The parties acknowledge that this provision shall not act, nor deemed to be a waiver of any rights or privileges.

## **5.—Non-Discrimination{ XE "Non-Discrimination" }**

The City and the Association agree that there shall be no discrimination of any City employee or applicant for employment on any grounds prohibited by state or federal law including race, creed, religion, sex, national origin, political affiliation, age, sexual orientation, or disability of an employee or applicant for employment who is legally qualified to perform the job. City agrees that no employee shall be discriminated against because of Association membership or activity.

**HOURS OF WORK:** Prior to changing any established shift schedules, the Chief shall notify the Association and, on request, meet and confer with representatives of the Association.

### **6.1—General**

The normal work schedule{ XE "Normal Work Schedule" } shall be four ten-hour work shifts per work week for weekdays, or three twelve and one half hour shifts per week for weekends. Shifts are generally intended to mirror the work groups they manage to reach 80 hours of work every two weeks. Those working the weekends shall work five additional hours during each two week pay period to reach the 80 hour total for two weeks. Adjustments may be made to meet the needs of the Department as determined by the Chief of Police or his designee. Except as defined immediately below, the work week commences at 12:00 a.m. on Monday morning and ends at 11:59 p.m. Sunday night. For graveyard{ XE "Graveyard" } shifts, the work week commences at 9:00 p.m. on Sunday night and ends at 8:59 p.m. the following Sunday night. For the overlap shift{ XE "Overlap Shift" }, the work week commences at 2:00 a.m. on Monday and ends at 1:59 a.m. on the following Monday. Work commencing on the last shift of the work week that continues uninterrupted into the succeeding work week will be considered as hours worked only in the work week when the work began. The actual hours of the day and days worked and the lunch period{ XE "Lunch Period" } shall be determined by the Department.

The normal work schedule{ XE "Normal Work Schedule" } may be adjusted to meet the needs of the department pursuant to Section 207k{ XE "Section 207k" } of the Fair Labor Standards Act which provides for a 171 hour work schedule within a 28 day consecutive period.

Prior to modifying ~~the any established 4-10 shift schedule, and except for schedule adjustment{ XE "Schedule Adjustment" }~~ under paragraph 6.1.2 above, the Chief shall notify the Association and, on request, meet and confer with representatives of the Association.

All paid leave shall count as hours worked.

~~Except for emergencies, the 10 hour pay-back day shall be used exclusively for employee training.~~

**BREAKS:** The City shall provide one 15-minute relief break within each 4-hour work period with no travel time permitted to go to some other site for the break. Relief break time may not be accumulated and, if not taken, shall be lost.

- A. The Chief of Police shall administer such program which will provide Police Managers no greater benefit than indicated above.

### **Lunch Period{ XE "Lunch Period" }**

Employees assigned to Patrol shall receive a 45-minute on-duty paid lunch period{ XE "Lunch Period" } subject to call.

### **6.4 Overtime Emergency Meal{ XE "Overtime Meal" }**

The City will provide an emergency meal under emergency circumstances{ XE "Emergency Circumstances" }. The meal may be provided as a meal at a pre-designated restaurant; as a box lunch{ XE "Box Lunch" } or equivalent; or through reimbursement of up to \$15.00 per allowed meal including tax and tips upon production of a valid receipt.

For purposes of this section, “emergency circumstances{ XE "Emergency Circumstances" }” means an immediate response or holdover to a department authorized call outside of the employee’s regular work shift for three hours or greater duration when the responding employee has had no time or opportunity to prepare or provide a meal. Emergency circumstances do not include overtime court appearances, or previously scheduled worktime. Previously scheduled worktime is worktime scheduled with four or more hours of notice.

If the emergency circumstances{ XE "Emergency Circumstances" } meal break is not taken in conjunction with the assigned emergency work period, the meal allowance and break time is forfeited and no reimbursement will be made.

**DAYLIGHT SAVINGS TIME:** On any weekend during which there is a change to or from Standard Time to Daylight Savings time, the Chief of Police may adjust work schedules so that

those assigned to work do actually work the regular number of hours normally assigned to the shift.

The "time change hour" for Daylight Savings shall not be included in the definition of actual hours worked or be considered for pay purposes, and no employee assigned to a shift who works during the transition to or from Standard Time to Daylight Savings Time shall be paid any sum except for actual hours worked during said shift.

**SALARY ADJUSTMENTS AND CONVERSION TO SALARY STEP SYSTEM:**

Effective 9 October, 2007, all bargaining unit members shall receive a 6% pay increase pursuant to subsection "A" below. This pay increase reflects the parties' agreement to move the Police Managers from a Pay for Performance system to a Salary Step System.

The parties agree that the ranges below represent a six (6%) percent across the board increase, which shall apply to all bargaining unit members, effective October 9, 2007. After the first pay period in October 2007, upon the anniversary date of the employee's promotion into grade (Lieutenant or Captain), the employee shall be placed on the pay step closest to the employee's rate of pay. The employee shall be placed on the pay step that would not cause a decrease to the employee's rate of pay.

**Example:**

Police Lieutenant with a promotion/anniversary date of March 13<sup>th</sup>

<i>October 2006</i>	<i>Base salary</i>	<i>\$9,100.00</i>
<i>October 2006</i>	<i>ICA percentage</i>	<i>8.5%</i>
<i>October 2007</i>	<i>Base salary</i>	<i>\$9,873.50</i>
<i>October 2007</i>	<i>6% across the board increase</i>	<i>\$10,465.91</i>
<i>March 2008</i>	<i>Placement into step system</i>	<i>\$10,786 (Step C)</i>
		<i>(Yields a one-time salary adjustment of \$320.09)</i>
<i>July 2008</i>	<i>2.75% across the board increase</i>	
<i>January 2009</i>	<i>2.75% across the board increase</i>	
<i>March 2009</i>	<i>Upon a rating of satisfactory or better in the employee's annual performance evaluation,</i>	

~~employee will move to the next salary step as adjusted by the across the board increases.~~

**Base Salary:**

<u>Class</u>	<u>Pay Category</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
<b>Police Lieutenant</b>	Base Salary	\$9,783	\$10,273	\$10,786	\$11,326	\$11,892
<b>Police Captain</b>	Base Salary	\$12,486	\$13,111	\$13,766		

**Police Management Professionalization Pay: A description of this program and incentive pay are shown as Attachment C.**

<u>Class</u>	<u>Pay Category</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
<b>Police Lieutenant</b>	PPP—2.5%	\$10,028	\$10,529	\$11,056	\$11,609	\$12,189
	PPP—7.5%	\$10,517	\$11,043	\$11,595	\$12,175	\$12,784
<b>Police Captain</b>	PPP—2.5%	\$12,799	\$13,439	\$14,110		
	PPP—5.0%	\$13,111	\$13,766	\$14,455		

~~Effective the first full pay period in October 2007, all Lieutenants will no longer participate in the City's pay for performance plan. Instead, they will participate in to a five step system denoted A through E with five (5%) percent increments between each step. Effective the first full pay period in October 2007 all Captains will no longer participate in the City's pay for performance plan. Instead, they will participate in a three step system denoted A through C, with five (5%) percent increments between each step. All Managers will be adjusted into the step closest to their current salary, without a pay decrease. For purposes of this transition, current salary shall be defined as base pay which includes the total ICA award granted in October 2006. In no event will a Manager advance more than one step during this transition. Once in the step system, all Managers must receive a performance rating of satisfactory or above to be eligible to advance in steps based on their anniversary of promotion as outlined in the "Anniversary Date of Step Increases" section above. Once transitioned into the step system the negotiated pay increases will be applied to all management employees following the negotiated scheduled pay increases denoted below:~~

~~A. Beginning October 9, 2007, the base pay ranges for all classifications within the PMA shall be adjusted by six percent (6%).~~

~~B. Beginning the first pay period after July 1<sup>st</sup>, 2008, the base pay ranges for all classifications within the PMA shall be adjusted by two and three quarter's percent (2.75%).~~

~~C. Beginning the first pay period after January 1<sup>st</sup>, 2009, the base pay ranges for all classifications within the PMA shall be adjusted by two and three quarter's percent (2.75%).~~

~~D. Beginning the first pay period after July 1<sup>st</sup>, 2009, the base pay ranges for all classifications within the PMA shall be adjusted by two and one half percent (2.5%).~~

~~E. Beginning the first pay period after January 1<sup>st</sup>, 2010, the base pay ranges for all classifications within the PMA shall be adjusted by two and one half percent (2.5%).~~

~~F. Beginning the first pay period after July 1<sup>st</sup>, 2010, the base pay ranges for all classifications within the PMA shall be adjusted by two and one half percent (2.5%).~~

~~G. Beginning the first pay period after January 1<sup>st</sup>, 2011, the base pay ranges for all classifications within the PMA shall be adjusted by two and one half percent (2.5%).~~

**OVERPAYMENT -- GRACE PERIOD:**

- A. Following notice by certified mail, addressed to the overpaid employee at the last known address shown on the City's records, the overpaid employee shall have thirty (30) days in which to submit in writing a request for a grace period of repayment of at least six (6) pay periods or twice the length of time during which the overpayment occurred, whichever is greater. The notice required to be given by the overpaid employee must be acknowledged by the Finance Department in writing to be effective. The City may require the employee to sign a promissory note that guarantees repayment. No grace period shall be allowed for an overpayment of \$250.00, or less.
- B. If no such written request as set forth above for a grace period is made, the overpaid monies shall be deducted in such manner as the City of Concord deems best.
- C. If a promissory note has not been executed, upon termination of employment by resignation or otherwise of any overpaid employee, any remaining balance due and owing to the City shall be deducted from the employee's last paycheck, including any "cash-out" of leave balances. If the employee does not have enough money or leave balances in the employee's final paycheck to cover the amount that is still due and owing, the employee shall be obligated to execute a promissory note to establish the method and manner of repayment of the remaining monies.

**ORGANIZATIONAL CHANGES:**

A. Participation

The parties agree that as senior management employees, members of the bargaining unit will act as copartners with the City in effecting organizational change to optimize the provision of efficient and effective public services.

**B. Management Responsibilities/Accountability**

It is agreed that the Chief of Police and the Management Employees will work together cooperatively to define the mission and the role of managerial employees. All Police Managers will work in good faith to retain, improve and enhance accountability systems, management effectiveness programs and efficiency practices as determined by the City Manager and executed by the Chief of Police. All Police Managers will continue to support the City of Concord's Mission, Vision, Values and Corporate Goals.

**ECONOMIC/BUDGET UPDATE:** Quarterly economic/budget updates will be provided to employees.

**COMPENSATORY TIME:** The maximum compensatory time accrual shall be 170 hours. Any overtime earned which would cause the accrued compensatory time to exceed the maximum shall be paid in cash at the appropriate overtime rate. Any employee may request payment of up to sixty (60) hours of compensatory time accrued in accordance with the following provisions:

- A. During the periods April 1 through April 15 and October 1 through October 15, each year, the Association member may elect to receive cash for up to sixty (60) hours worth of compensatory time accrued.
- B. Payment of the cash in lieu of compensatory time off shall be made not later than the last payday of the next month following the date the officer elected to receive such cash payment.
- C. Payment for compensatory time shall be paid by separate warrant.
- D. Absent a declared emergency, requests for use of accumulated compensatory time off shall be honored when such requests are submitted with seven (7) calendar days advanced notice.

**COURT APPEARANCES:**

- A. The City shall compensate Managers for court appearances. The compensation shall be at straight time for court appearances during regularly assigned duty time. If the combined regular duty hours, approved paid leave, and court appearance time exceed forty (40) hours during a work week, or exceed eighty (80) hours during a pay period for those on variable work week, the court appearance time shall be at an overtime rate of one and one-half times the Manager's straight time hourly rate of pay. The application of this provision shall include the following:

1. Within the Manager's normal work week, any court appearance that occurs after a Manager's regular shift shall be compensated at the Manager's overtime rate for a minimum of three (3) hours.
2. Within the Manager's normal "weekend" of any court appearance that occurs after completion of the last shift of the Manager's normal work week and two (2) hours or more before the starting time of the first shift of the Manager's normal work week shall be compensation at the Manager's overtime rate for a minimum of four (4) hours. No minimum straight time guarantee shall apply if the interval is less than two (2) hours before the first shift of the Manager's normal work week; such court appearances shall be compensated for the actual time involved at the Manager's overtime rate.
  - a. If the court appearance which is scheduled for any of the Manager's "weekend" days off is canceled with six (6) hours or less notice provided to the Manager, the Manager shall be compensated for a minimum of three (3) hours overtime at the Manager's overtime rate. Personal or telephone contact with any person at the Manager's residence, including leaving a message on the Manager's telephone answering machine, is considered adequate notice.
3. If any court appearance extends beyond the minimum number of hours guaranteed for that court appearance, the Manager's compensation shall continue at the Manager's overtime rate continuously until released from the court appearance.
4. Court appearances do not overlay. For court appearances that occur during the Manager's off-duty time, the Manager shall have the benefit of the following:
  - a. If a second court appearance is scheduled at least two (2) hours after the beginning of a first court appearance and less than three (3) hours after the beginning of a first court appearance, the Manager shall be entitled to a minimum of three (3) hours at the Manager's overtime rate for the first court appearance and a minimum of one (1) hour at the Manager's overtime rate for the second court appearance.
  - b. For court appearances on a Manager's normal "weekend" off, if a second court appearance is scheduled at least three (3) hours after the beginning of a first court appearance, and less than four (4) hours after the beginning of a first court appearance, the Manager shall be entitled to a minimum of four (4) hours at the Manager's overtime rate for the first court appearance and a minimum of two

(2) hours at the Manager's overtime rate for the second court appearance.

5. For purposes of this provision relating to court appearances, pre-trial conferences approved by attorneys shall be considered court appearances.
6. When a Manager is on sick leave or job injury leave for two or more consecutive working days (excluding "weekends") then, commencing with the second day, court appearances that occur while the Manager is on sick leave or job injury leave shall be considered regular duty time and no premium guarantee shall apply under this provision.

~~**POLICE PROFESSIONALIZATION PROGRAM:** Any course or college degree program commencing after July 14, 1986, which includes college credits for "life experience" shall not be recognized by the City as qualifying for the Police Professionalization Program.~~

**HOLIDAYS:**

A. The following holidays{ XE "Holidays" } shall be observed:

New Year's Day	January 1st
Martin Luther King, Jr. Birthday	The Third Monday in January
Lincoln's Birthday	February 12th
President's Day (Washington's Birthday)	The Third Monday in February
Memorial Day	The Last Monday in May
Independence Day	July 4th
Labor Day	The First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	The Fourth Thursday in November
The Day Following Thanksgiving	
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

and, every other day appointed by the Mayor for a public fast, thanksgiving, or holiday.

Except as described in Section C below, all holidays{ XE "Holidays" } falling on a Saturday will be observed on the preceding Friday, and holidays falling on a Sunday will be observed on the following Monday.

~~D.a.~~ In addition, three (3) hours of compensatory time off shall be provided to employees in the first pay period in March.

~~10.3~~ Employees in pay status on the day the holiday is observed (except as described in Section C below) shall receive a holiday allowance equal to the straight time daily equivalent of ten (10) hours pay.

~~10.4~~ Employees assigned to Patrol and any others designated by the Chief of Police will work all holidays{ XE "Holidays" } which fall on their normal work schedule{ XE "Normal Work Schedule" }. For purposes of this section, holidays are the actual date of the recognized holiday and not the day these holidays are observed by the City.

- C. ~~10.5~~ All hours worked on holidays{ XE "Holidays" } shall be paid at the rate of one and one-half the employee's regular rate of pay. In addition, employees who work holidays will receive ten (10) hours of holiday pay. However, for the following six (6) holidays the employee may elect compensatory time credit in lieu of the ten (10) hours of holiday pay. In such event, the election shall be made by the employee before time cards are submitted to the Finance Department for the pay period during which the holiday occurred. The six (6) holidays for which this option applies are:

Lincoln's Birthday  
Martin Luther King, Jr. Birthday  
President's Day (Washington's Birthday)  
Memorial Day  
Veteran's Day  
The Day Following Thanksgiving

**VACATION:** In accordance with Policy & Procedure No. 37.17, VACATION.

- A. The accrual of vacation for an eligible employee (an employee in the Competitive Service or those in Appointive Positions) shall be at the rates indicated below. The appropriate accrual for vacation shall be credited at the end of each full bi-weekly pay period during which such employee received 56 hours straight time pay. No vacation credit shall accrue to an eligible employee who receives less than 56 hours straight time pay for the bi-weekly pay period. Such straight time pay may consist of pay for regular hours worked or pay for approved vacation, sick leave, or compensatory time off.
- B. The accrual rate of vacation shall be altered so that vacation hours shall be credited to an eligible employee at the end of each full bi-weekly pay period during which such employee receives at least 56 hours straight time pay, as follows:
- |                      |  |
|----------------------|--|
| During the 1st year: | 4.615 hrs. vac. accrued each full pay period worked. |
| During the 2nd year: | 5.231 hrs. vac. accrued each full pay period worked. |

During the 3-7th year:	6.154 hrs. vac. accrued each full pay period worked.
During the 8-9th year:	6.462 hrs. vac. accrued each full pay period worked.
During the 10-12th year:	6.769 hrs. vac. accrued each full pay period worked.
During the 13th-14th year:	7.385 hrs. vac. accrued each full pay period worked.
During the 15th-19th year:	8.000 hrs. vac. accrued each full pay period worked.
During the 20 <sup>th</sup> -25th year:	8.308 hrs. vac. accrued each full pay period worked.
During the 26 <sup>th</sup> year and thereafter:	8.654 hrs. vac. accrued each full pay period worked.

- C. Upon the effective date of the implementation of the above vacation provisions, the entitlement of an Anniversary Date as a day off shall be discontinued.
- D. Change in vacation accrual rates shall be effective at the beginning of the pay period that coincides with or follows the completion of the qualifying years of employment.

## **11.7 Vacation Usage**

When possible, vacation should be taken within the year following the accrual year{ XE "Accrual Year" } and must be requested in advance.

All scheduling of vacations{ XE "Vacations" } is to be approved by the Chief of Police (or such person's designated representative) giving due consideration to the wishes of the employee and the work requirements of the City.

Vacation may not be taken beyond that amount accrued. The authorization by the Chief of Police for vacation does not constitute authorization of paid vacation beyond the balance on hand at the time such vacation is taken. Exceptions may only be made upon the recommendation of the Chief of Police and Human Resources and the approval of the City Manager.

Employees shall not be charged vacation usage{ XE "Vacation Usage" } for paid holidays{ XE "Holidays" } occurring during the vacation period. For all employees, including those on a variable workweek, the holiday is equal to eight hours.

Vacation may be used for any authorized absence (except disciplinary suspension{ XE "Suspension" }) when no other paid leave resource is available.

### **11.8 Accrual Rate Upon Re-employment{ XE "Re-Employment" }, Reinstatement{ XE "Reinstatement" }, or Rehire{ XE "Rehire" }**

An employee shall retain the same vacation accrual{ XE "Vacation Accrual" } rate in existence at the time of termination upon appointment from a Re-employment{ XE "Re-Employment" } List; reinstatement{ XE "Reinstatement" } into the Competitive Service{ XE "Competitive Service" }; or rehire{ XE "Rehire" } within one year of termination. When a rehire is more than one year from the date of termination, the vacation accrual rate shall be the same as applied to a new employee.

### **11.9 Cash Payment in Lieu of Vacation Time Off**

Upon request of the Chief of Police and with the approval of the City Manager, in order to meet unusual or emergency conditions, an employee may be paid the straight-time daily equivalent in lieu of vacation time off. Such payment shall be for no more than forty hours in any one calendar year except upon appeal to and approval of the Personnel Board{ XE "Personnel Board" }. Such payments shall be made in a separate check and shall not be included in the employee's regular paycheck.

### **11.10 Vacation Pay Upon Termination**

The equivalent cash value of the unused vacation{ XE "Unused Vacation" } balance as of the last workday shall be included on the employee's final paycheck; except that in cases of retirement from City service, the City Manager may approve the utilization of ~~available vacation time to extend the date of retirement.~~ Available vacation time to extend the date of retirement per Administrative Policy-Vacation 37.17. Currently usage is limited to 80 hours.

### **11.11 Upon Death**

Upon the death of an employee, payment of any unused vacation{ XE "Unused Vacation" } balance shall be made to that person designated by the employee on the Designation of Person to Receive Warrants or Checks Upon Death of Employee (Form No. PER 57) or to the employee's estate.

**PROBATIONARY PERIOD:** Employees who successfully completed their probationary period and who resign and are subsequently reinstated from a reinstatement list shall have a six (6) month probationary period. Newly appointed probationary employees who are on a leave status in excess of three (3) months shall commence a new probationary period upon return to work.

### **12.3 Demotions{ XE "Demotions" }**

An employee in any classification covered in this MOU may be demoted to the next subordinate classification (a) upon the employee's request, (b) as a result of a

reduction in force{ XE "Reduction in Force" }, (c) for disciplinary reasons, or (d) for other cause. In all cases the Chief of Police shall approve the demotion and notify the employee in writing of the action. Upon demotion, the employee will assume permanent status in the next subordinate classification and lose permanent status in the classification from which the employee was demoted. The pay shall be determined as follows:

**Non-disciplinary Demotion**{ XE "Non-Disciplinary Demotion" }. The employee shall be placed on the salary step in the next subordinate pay range that the employee would have achieved had the employee not been promoted to the classification held at the time of the demotion. The employee's previous anniversary date{ XE "Anniversary Date" } shall be retained.

**Disciplinary Demotion**{ XE "Disciplinary Demotion" }. In the event of a disciplinary demotion, which is subject to the disciplinary appeal procedure, the employee shall be placed on the salary step in the next subordinate pay range which is at least one step less than the dollar amount received in the pay range held at the time of the demotion. The employee's original anniversary date in the lower rank shall be reinstated.

#### **12.4 Status While on Authorized Leave of Absence Without Pay**

Authorized leaves of absence without pay{ XE "Leaves of Absence Without Pay" } shall not cause a break in service{ XE "Break In Service" }, and rights accrued at the time the leave is granted shall be retained by the employee. However, vacation credits, sick leave{ XE "Sick Leave" } credits, holidays{ XE "Holidays" }, health benefits, and retirement benefits, increases in salary, and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee returning after an authorized leave of absence without pay shall retain the same status and shall be placed at the same salary step in the pay range currently in effect for the class as the employee received when the leave commenced. Time spent on such leave without pay shall not count toward service for increases within the pay range, and the employee's salary anniversary date{ XE "Anniversary Date" } shall be set forward a period of time equal to the employee's total absence as adjusted to the beginning of the closest pay period.

#### **12.5 Status of an Employee Upon Resignation or Retirement{ XE "Retirement" }**

Employees who resign or retire give up permanent status and employment rights with the City, except as otherwise provided by the Personnel Rules{ XE "Personnel Rules" }, the Personnel Ordinance{ XE "Personnel Ordinance" }, or other Policy & Procedures or Administrative Directive{ XE "Administrative Directive" }s or other provisions of this MOU or relevant state or federal laws dealing with personnel matters. Employees who resign are expected to provide reasonable notice{ XE "Reasonable Notice" } (usually two weeks) of their intent

to resign and must be physically present{ XE "Physically Present" } and actively at work{ XE "Actively At Work" } up through their date of termination.

## 12.6 Seniority

~~Police Sergeant. Police Lieutenant. Police Sergeants Police Lieutenants assigned to Uniform Services{ XE "Uniform Services" }, total time in classification will be used for determining assignments for those items covered by seniority bid, i.e., vacation, days-off, and shift assignments, etc.~~

~~Policy & Procedure No. 41, titled SICK LEAVE shall be amended as follows:~~

- ~~4.23 In the event of a death of a member of the employee's immediate family or the death of a parent-in-law, or grandparents of spouse or employee.~~
- ~~4.25 In the case of the employee's illness due to pregnancy, sick leave shall apply to those periods when the employee is expected to return to work during the term of the pregnancy. If the employee is ordered to cease work by her physician due to pregnancy the employee shall be allowed to select either one of the following options: use any available sick leave, vacation, or compensatory time, and authorized leave of absence without pay during the period commencing with cessation of work to the date released to return to work by the attending physician. An extension of paid absence beyond this period through the use of available vacation and comp time is at the discretion of the appointing authority. An extension of authorized leave of absence without pay shall be in accordance with Section 16 of Policy & Procedure No. 37, PERSONNEL RULES.~~

## Use of Sick Leave{ XE "Sick Leave" }

~~13.1.4 An eligible employee can only be granted sick leave with pay upon recommendation of the Chief of Police or designee for the following:~~

~~In the case of a bona fide illness of the employee.~~

~~In the event of the serious illness of a member of the employee's immediate family, or the death of a parent-in-law, or grandparents of spouse or employee.~~

~~In the event of a death of a member of the employee's immediate family which is defined as the employee's spouse, parent, parent-in-law, brother, sister, child (including legally adopted child), grandparent, grandparent-in-law, or any or either of them; and if living within the employee's home, grandchild.~~

In the event a scheduled medical or dental{ XE "Dental" } appointment for the eligible employee, the employee's spouse, or the employee's dependent children that requires the employee's absence from work.

### **Limitations**

Entitlement to paid sick leave{ XE "Sick Leave" } shall not occur while an employee is absent from work for any of the following causes:

Absence due to sickness or disability sustained while on military leave, authorized leave of absence without pay, or an unauthorized leave of absence without pay; or

Absence due to disability or illness arising from compensated employment other than with the City of Concord.

Sick leave shall not be used in lieu of or in addition to vacation.

If an employee is on sick leave{ XE "Sick Leave" } on the day the City observes a holiday, that day shall not be counted as a day of sick leave.

If an employee's request for use of sick leave{ XE "Sick Leave" } would otherwise be approved, but there is no sick leave balance available for use, then the absence shall be charged to whatever vacation or compensatory time balance the employee may have. If there are no such balances available, then the time off shall be recorded as authorized leave of absence without pay.

If the employee's request for use of sick leave{ XE "Sick Leave" } does not qualify under these provisions for sick leave, then the absence may be charged by the employee's supervisor or the appointing authority to whatever vacation or compensatory time balance the employee may have. If there are no such balances available, then the time off may be recorded as either "Authorized Leave of Absence Without Pay" or "Unauthorized Leave of Absence Without Pay."

Misuse of sick leave{ XE "Sick Leave" } may be cause for disciplinary action, including possible discharge.

Lack of proper notification or lack of evidence of illness or injury, ~~or due to limitations set forth in this Section 12.1.5,~~ may be cause for denial of the use of sick leave{ XE "Sick Leave" }.

When an employee has been absent for two or more consecutive days, the employee's supervisor, appointing authority, or the Human Resources Director may require the employee to provide a physician's certificate, or other similar evidence, to support the reason for an absence for which sick leave{ XE "Sick Leave" } was requested.

The employee's supervisor, appointing authority, or the Human Resources Director may require an employee, who is absent from work for a period of seven (7) consecutive calendar days due to illness or accident, to submit to a physical examination{ XE "Physical Examination" } at City expense before return to active duty.

**13.1.6 Proper Notification.** Employees shall provide, or make a diligent reasonable effort to provide, notice of absence{ XE "Notice of Absence" } to the immediate supervisor or the supervisor's office (or to such person clearly designated by the immediate supervisor) within one hour preceding the employee's work shift on the initial workday for which sick leave{ XE "Sick Leave" } is being requested. The Chief of Police may, however, establish an earlier notification time that is to be observed by the employee.

### **13.2 Disciplinary Administrative Leave{ XE "Administrative Leave" }**

An employee placed on administrative leave shall remain in pay status and shall be eligible for all benefit accruals as though actively at work{ XE "Actively At Work" }. During a period of administrative leave, an employee shall remain in an on-call status during the regular work hours and be ready, able and available for work.

### **13.3 Jury Duty{ XE "Jury Duty" }**

The City shall provide Jury Duty{ XE "Jury Duty" } leave with pay for those employees called or selected to serve for Court Jury Duty subject to the following:

An employee called for Jury Duty{ XE "Jury Duty" } shall immediately notify the Chief of Police through the immediate supervisor by providing the Jury Summons indicating the date, time, and place.

An employee serving on Jury Duty{ XE "Jury Duty" } may remain in a regular pay status and turn over to the City Jury Duty fees received (other than Court paid mileage allowance), or an employee may take vacation

leave, compensatory leave, or leave without pay and retain all Jury Duty fees and allowances.

Employees remaining in regular pay status shall immediately pay to the City's Finance Department, through their department head, such amounts as received for Jury Duty{ XE "Jury Duty" } fees.

An employee called for Jury Duty{ XE "Jury Duty" } shall report for work each day before Jury Duty begins if there is a reasonable amount of time. On workdays when Jury Duty is completed early, the employee shall return to the job and work the remainder of the normal shift if there is a reasonable amount of time.

## **14. Authorized Leave of Absence without Pay**

### **Personal Leave{ XE "Personal Leave" }**

An employee shall not be entitled to a leave of absence as a matter of right, but upon request may be granted a leave of absence without pay upon good and sufficient reason. The granting or denial of such leave shall not be subject to the grievance or complaint procedure.

**Authorization for Personal Leave{ XE "Personal Leave" } of Absence without Pay.** An employee's request for leave of absence without pay may be granted by the Chief of Police for a period of up to five (5) working day{ XE "Working Day" }s. Upon recommendation of the Chief of Police and the Human Resources Department, requests for leaves of absence without pay{ XE "Leaves of Absence Without Pay" } for periods greater than five (5) days, but for no more than ~~two~~ one (1) years, may be granted by the City Manager. The denial by the City Manager of an unpaid leave of absence request may be appealed to the Personnel Board{ XE "Personnel Board" }.

**Early Return from Authorized Leave of Absence without Pay.** An employee may request permission from the appointing authority to return from an authorized leave of absence prior to the expiration of such leave. Such a request may be granted at the discretion of the Chief of Police.

**Failure to Return from Authorized Leave of Absence without Pay.** Failure of an employee to return to employment upon the termination of any authorized leave of absence shall constitute a separation from service of that employee, unless such leave is extended by the appropriate authority as specified ~~in Section 14.1.2~~ above.

## **14.2 Authorized Leave of Absence without Pay for Military Duty{ XE "Military Duty" }**

The Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §4301, et seq. and the California Military and Veteran's Code, §389, et seq., describe the benefits and protections of employees serving in the military.

Notwithstanding any provisions of the federal or state laws which might provide a lesser leave, reemployment, and/or reinstatement{ XE "Reinstatement" } right, an employee shall be granted a leave of absence without pay for an indefinite period of time when the employee is called into active military service{ XE "Active Military Service" }. A leave of absence without pay may be granted by the Chief of Police with the approval of the Human Resources Department for an employee who volunteers or enlists for active military service. Leave of absence without pay shall be automatically terminated for those who voluntarily extend or accept extension of their military service period.

~~**FAMILY CARE LEAVE:** Family care leave provisions shall comport to federal and state law mandates~~

## **14.3 Family Care Leave{ XE "Family Care Leave" }**

Family care leave shall be as mandated by state and federal law, provided that the specific family care leave provisions of this MOU shall not be reduced during the term of this Memorandum of Understanding.

## **14.4 Catastrophic Leave{ XE "Catastrophic Leave" }**

A voluntary employee leave donation program has been established as provided in the City's Catastrophic Leave{ XE "Catastrophic Leave" } Policy and Procedure..

**FLEXIBLE BENEFITS PLAN:** The Flexible Benefit Program provides that Association personnel shall receive an additional \$2,000 per year that may be used toward reimbursement for medical, dental and vision care expenses pursuant to state and federal regulations, as well as reimbursement for dependent care expenses. If the employee elects, the \$2,000.00 may be received as taxable cash compensation. The allocation decision must be made upon employment and re-certification prior to the beginning of a new calendar year. Members promoted to the Lieutenant or Captain classifications will be eligible on the date of promotion and will receive a prorated share of their flexible benefits.

## **15. Discipline{ XE "Discipline" }**

### **Rules of Conduct**

Disciplinary measures may be taken for any good and sufficient cause. Cause for disciplinary action shall include:

Fraud{ XE "Fraud" } in securing appointment or falsification concerning records, fellow employees, or work performed.

Incompetency{ XE "Incompetency" } or inefficiency.

Inexcusable neglect of duty{ XE "Neglect of Duty" }.

Insubordination{ XE "Insubordination" }.

Willful disobedience{ XE "Disobedience" }.

Endangering self or others; or failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.

Use, purchase, transport, or sale of illegal drugs{ XE "Illegal Drugs" }. This does not include the purchase, transportation, or sale of illegal or controlled drugs{ XE "Controlled Drugs" } as part of necessary performance of duties.

Unless directed to do so by a supervisor or as part of necessary performance of duties, (a) consuming any alcoholic beverage{ XE "Alcoholic Beverage" } during any portion of duty time (including coffee breaks{ XE "Breaks" }, paid or unpaid lunch, contract work and overtime hours worked), or (b) purchasing or transporting for personal use any alcoholic beverage during any portion of paid duty time.

Reporting for or performing duty under impairment{ XE "Impairment" } as a result of alcohol{ XE "Alcohol" } and/or drug abuse{ XE "Drug Abuse" }.

Dishonesty{ XE "Dishonesty" } or immorality.

Conviction by any state or by the Federal Government for a crime, the punishment for which could have been imprisonment in a federal penitentiary or a state prison; or conviction of any crime involving moral turpitude.

Unauthorized absence without leave.

Discourteous{ XE "Discourteous" } or non-cooperative treatment of the public or other employees.

Misuse of or misappropriation of City property funds{ XE "Misappropriation of City Property Funds" }.

Improper political activity{ XE "Improper Political Activity" } as defined in Section 11311 of the Personnel Ordinance{ XE "Personnel Ordinance" }.

Failure to abide by any condition of employment stipulated in the Personnel Ordinance{ XE "Personnel Ordinance" }; Personnel Rules{ XE "Personnel Rules" }, any personnel Policy & Procedure, Administrative Directive{ XE "Administrative Directive" } or Memorandum of Understanding used in the establishment and maintenance of the City's personnel program; or by formal action of the Council or Board.

Failure to meet financial obligations to the extent that this leads to repeated attachment or garnishment of wages.

Acceptance of gifts{ XE "Gifts" } or gratuities{ XE "Gratuities" } for favors or services performed during the course of City employment or due to City employment.

Any other acts or omissions which are incompatible with or unfavorable to the public service.

### **Extent of Disciplinary Actions**

The extent of the disciplinary action taken shall be commensurate with the offense, provided that the prior employment history of the employee may also be considered pertinent. The disciplinary actions that may be taken are written reprimand{ XE "Written Reprimand" }, suspension{ XE "Suspension" } without pay, reduction in step{ XE "Reduction in Step" } within range, demotion without consent, dismissal{ XE "Dismissal" }, or any appropriate combination of these.

**Written Reprimand**{ XE "Written Reprimand" }. When used as a disciplinary action a written reprimand is an official notification to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if the cause is not corrected. Written reprimands shall be given in the manner and on forms prescribed or accepted by the Human Resources Department. Written reprimands shall be made a part of the employee's official personnel record and may be considered as pertinent evidence or information in any hearing.

**Suspension**{ XE "Suspension" } without pay shall be a temporary separation from City service not to exceed thirty (30) consecutive days.

**Reduction in Step**{ XE "Reduction in Step" } within range as a disciplinary measure is the withdrawal of step advancements granted for merit, efficiency, and length of service. Reduction in pay shall become effective on the effective date of the disciplinary action. In such case, the

employee will be considered for future step advancement in accord with section 7.5 unless a shorter period is designated in the Order of Disciplinary Action.{ XE "Order of Disciplinary Action" }

**Demotion without consent**{ XE "Demotion Without Consent" } as a disciplinary action shall be a reduction in classification to a classification having a lower maximum salary. Demotion without consent may be made to the classification having the lowest maximum salary in the classification series or a classification series comparable to that within which the employee's position is located. The demotion may be to any designated step in the lower pay range which is at least one step lower than the dollar amount received in the pay range for the classification from which demoted. The employee's original anniversary date in the lower rank shall be reinstated. The demotion may be for a temporary period if so designated in the Order of Disciplinary Action{ XE "Order of Disciplinary Action" }.

**Dismissal**{ XE "Dismissal" } means the termination of an employee from the City service.

**Warning Notice**{ XE "Warning Notice" }. A Warning Notice is an informal procedure used by a supervisor to caution an employee and is not an official disciplinary action. The warning notice may be issued verbally or in writing. If the notice is presented in writing, the form titled "Employee Discussion Record" (Form PER 30) shall be used, and it shall be retained within the employee's department and purged after one (1) year if the situation corrects itself. In using this procedure, a written warning is not to be forwarded to the Human Resources Department for filing in the employee's official personnel file. Warning notices are not subject to either the grievance procedure or discipline{ XE "Discipline" } appeal process; however, they may be considered as pertinent evidence or information in any hearing resulting from any subsequent official action taken.

### **Authority for Disciplinary Actions**

The Chief of Police shall have authority to take disciplinary action, provided also that the Chief of Police shall delegate to subordinate supervisory employees the authority to make immediate suspensions in emergency situations. The duration of such suspensions may not be stipulated, however, except by the Chief of Police. The Human Resources Department shall be notified of any contemplated disciplinary action prior to the time it is taken, provided that in emergency situations or other instances when prior notification is not practicable, the Human Resources Department may be notified as soon as possible subsequent to the time the action is taken.

In the conduct of any pre-disciplinary investigation{ XE "Pre-Disciplinary Investigation" } or interrogation the employee shall be afforded the due process protections contained in Government Code Section 3300 et. seq.

## **Notice to Employees**

Before taking any of the disciplinary actions specified in ~~Section 15.2~~ **above** against any employee who has passed the applicable probationary period{ XE "Probationary Period" }, the City shall cause to be served, personally or by certified mail, to the employee a "Notice of Intent to Take Disciplinary Action{ XE "Notice of Intent to Take Disciplinary Action" }." Such notice shall contain:

A statement describing the proposed disciplinary action.

A reference to the rule or standard violated.

A summary of the facts, including acts or omissions, which substantiate that the rule or standard was violated.

A statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based.

A statement that the employee has a specified number of working day{ XE "Working Day" }s from the receipt of the notice to respond to the appointing authority, orally or in writing.

## **Employee Response**

The employee upon whom such Notice of Intent to take Disciplinary Action has been served shall have at least five (5) working day{ XE "Working Day" }s from the receipt of the notice to respond to the City, either orally or in writing, before the proposed action is taken. Upon request of the employee, and for cause acceptable to the Chief of Police, the City may extend the period during which a response would be received. The City shall confirm such extension in writing. If the employee's response is not received within the period specified in the original Notice of Intent, or within an authorized extension period, any subsequent right to respond shall be forfeited.

## **Order of Disciplinary Action{ XE "Order of Disciplinary Action" }**

At the expiration of the response period, and after consideration of the employee's response, if any, the Chief of Police shall determine if disciplinary action is warranted. If so, a written notice, including specific charges as to offense and the time, place, and circumstances of such offense shall be made to the employee at the time when any disciplinary action is made effective, provided that in emergency situations or other instances when simultaneous notification is not practicable, written notification may be given the following normal City working

day{ XE "Working Day" }. Said notice shall, whenever possible, be made in the form prescribed by the Human Resources Director and copies shall be submitted to the Human Resources Director for the employee's official personnel record.

### **Effective Date**

Disciplinary action shall be effective as of the time designated by the Chief of Police, provided that no disciplinary action shall be recorded with an effective date which is prior to the date such action is taken. In addition, except for suspensions under emergency situations, the effective date shall not be earlier than the date of the notice of Order of Disciplinary Action{ XE "Order of Disciplinary Action" }.

### **Right of Appeal{ XE "Right of Appeal" }**

An employee who has received a disciplinary written reprimand{ XE "Written Reprimand" }, or who has been suspended, demoted, dismissed, or whose pay step is reduced in the pay range shall be entitled to request a hearing as set forth below.

### **Employee Representative**

At any step in the discipline{ XE "Discipline" } appeal procedure, the employee concerned will be represented by the Union or, alternatively, may elect self-representation or representation by legal counsel. In either case, the employee concerned shall be personally present at all stages unless that employee specifically waives the right in writing.

### **Appeal Procedure{ XE "Appeal Procedure" }**

The following procedure shall be used in the appeal process for disciplinary written reprimand{ XE "Written Reprimand" }s, suspensions, reduction in step{ XE "Reduction in Step" }, demotion and dismissal{ XE "Dismissal" }.

**Protest.** Within seven (7) working day{ XE "Working Day" }s of the receipt of written notice of Order of Disciplinary Action{ XE "Order of Disciplinary Action" }, or in the case of a written reprimand{ XE "Written Reprimand" }, the date of the action, the disciplined employee may protest the action. Such protest shall be in writing and given to the Chief of Police with a copy sent to the Human Resources Director.

**Hearing.** The Human Resources Director, within seven (7) working day{ XE "Working Day" }s of the receipt of such an employee's protest, shall initiate arrangements to hold a hearing between the Chief of Police, the employee, and the Human Resources Director.

**Specification of Intent.** The Chief of Police shall consider the disciplined employee's protest presentation and any other pertinent information that may be forthcoming during the hearing. Within seven (7) working day{ XE "Working Day" }s subsequent to such hearing the Chief of Police may revoke, modify, or affirm the initial disciplinary action and shall notify the employee, in writing, of the intended action, together with any further relevant information. A copy of the notice will be sent to the Human Resources Director.

**Appeal to Personnel Board{ XE "Personnel Board" } or Arbitrator{ XE "Arbitrator" }**. If the matter has not been settled, the employee may, within seven (7) working day{ XE "Working Day" }s of the receipt of the appointing authority's specification of intention, request in writing to the Human Resources Director that an investigation and decision of the matter be made by either, but not both, the Personnel Board or an arbitrator, subject, in cases submitted to arbitration{ XE "Arbitration" }, to the execution in writing of "An Agreement for Arbitration" signed by the employee, the employee's representative (if any), and the City Manager. In appeals of disciplinary written reprimand{ XE "Written Reprimand" }s, the arbitration procedure, if elected, shall be an expedited procedure as described below.

**Personnel Board{ XE "Personnel Board" }**. In considering an employee appeal, the Personnel Board shall investigate and hear the appeal and shall make findings and a decision. The decision of the Personnel Board will have the effect of a judgment.

**Arbitrator{ XE "Arbitrator" }**. The agreement for arbitration{ XE "Arbitration" } will provide that the arbitration decision will have the effect of a judgment. Except as may be otherwise provided herein, the provisions of Title 9, commencing with Section 1280 of the Code of Civil Procedure dealing with arbitration will apply.

The arbitrator{ XE "Arbitrator" } shall be selected from among a list of no more than ten (10) names provided by the California State Conciliation Service, the American Arbitration Association, or a similar body mutually agreed to between the parties. After a toss of a coin to decide which party shall move first, the representative of the City and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains and such person shall act as the arbitrator. The next to the last name stricken shall be the alternate arbitrator to serve in the event the first arbitrator is not available. This procedure shall be followed until there is an available arbitrator.

At any time during the term of this MOU, the parties may, as an alternative to use of AAA or CSCS, arrive at a list of names of arbitrators and a procedure for striking names.

The cost of retaining the arbitrator{ XE "Arbitrator" } and the incidental expense of the hearing shall be borne equally by the parties.

Special Procedures for Disciplinary Written Reprimand{ XE "Written Reprimand" }s Expedited Arbitration.

Hearings on appeal of disciplinary written reprimand{ XE "Written Reprimand" }s shall occur within 30 days of the selection of the arbitrator{ XE "Arbitrator" }. Arbitrators selected for this expedited process shall have a minimum of five years of full time arbitration{ XE "Arbitration" } experience, including experience in expedited processes without written briefs. The arbitration process shall last a maximum of one calendar day. No briefs shall be filed or received, and the matter shall be the subject of oral argument only, at the conclusion of the day of hearing. The arbitrator shall announce his or her decision from the bench, and/or may issue a written confirmation of the award within three days thereafter. The award shall succinctly state the issue, facts, rationale and conclusion.

**Decision—Final and Binding.** The decision of the Personnel Board{ XE "Personnel Board" } or the arbitrator{ XE "Arbitrator" }, whichever is selected, shall be made in writing within ten (10) working day{ XE "Working Day" }s of the close of the investigation and/or hearing; direct the appropriate appointing authority in the disposition of the case; and shall be final and binding upon both parties. The Personnel Board or the arbitrator, whichever is selected, shall be restricted to the interpretation and application of existing policies, rules, directives, or procedures and shall not change existing wage rate schedules or employee benefits.

**Modification or Revocation.** The Personnel Board{ XE "Personnel Board" } or the arbitrator{ XE "Arbitrator" }, whichever selected, may modify or revoke a disciplinary action based on any of the following guidelines:

There is not evidence to justify the disciplinary action taken.

A violation or omission of procedure for disciplinary action was made, which violation or omission resulted in prejudice to the employee.

The action taken resulted from political, religious, or racial bias or prejudice.

The action taken was unreasonable, capricious, or arbitrary in view of the offense, the circumstances surrounding the offense, and the past record of the employee.

**Reimbursement for Lost Pay.** Reimbursement shall be made as directed by the Personnel Board{ XE "Personnel Board" } or arbitrator{ XE "Arbitrator" }, whichever is selected, to an employee for loss of pay due to a disciplinary action which is subsequently revoked or modified. Such reimbursement pertains to and is confined to the period of time between the date of initial action under Section 16.8 and ending with the date of final decision.

**Limitation.** No reimbursement shall be made for any portion of the said period during which the employee was not ready, willing, and able to perform the duties of the position (excluding bona fide sick leave{ XE "Sick Leave" }).

### **Waiver of Steps or Time Limits**

Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived upon consent of all parties involved.

### **No Interruption of Work**

During the determination of a discipline{ XE "Discipline" } appeal herein, there shall be no interruption of scheduled work relating to the discipline appeal, except as provided by Section 15.10 necessary for the employee to meet with their representative. Nothing herein prevents the presentation of testimony, during duty time, for employee-witnesses per prior arrangement with the Department or through subpoena. Scheduling of such witnesses shall be in accordance with operational requirements.

### **Working Day{ XE "Working Day" }**

As used in this section, a working day{ XE "Working Day" } means a day on which the City's general offices are open for business, i.e., Mondays through Fridays, excluding holidays{ XE "Holidays" } and other day treated as a holiday under Section 10.

## **16. Grievance Procedure{ XE "Grievance Procedure" }**

### **Definition**

A grievance is any dispute which involves the interpretation or application of any provision of this MOU, or an alleged violation of any provision of the Personnel Ordinance{ XE "Personnel Ordinance" }, personnel Rules, Policy and Procedure,

Resolution of Council, or Administrative Directive{ XE "Administrative Directive" } dealing with personnel matters, excluding, however, those provisions of this MOU which specifically provide that the decision of any City official shall be final.

## **Employee Representative**

At any step in the grievance procedure, the employee concerned will be represented by the Union or, alternatively, may elect self-representation or representation by legal counsel. In either case, the employee concerned shall be personally present at all stages unless that employee specifically waives the right in writing.

## **Class Actions**

In the event more than one employee is directly involved with an issue, the employees may, at any step in the grievance procedure, name one of their number to carry the grievance through the procedure as a class action and be represented by the Union. In a class action grievance, that named employee directly concerned shall be personally present at all stages.

## **Parties' Intent**

It is the intent to deal with and settle grievances informally and at the nearest practical organizational level and as promptly and fairly as possible. Whenever feasible, grievances will be handled during the regularly scheduled working day{ XE "Working Day" } hours of the parties involved.

## **Procedure**

**First Step.** The employee or employees concerned shall first make efforts to resolve such grievance with their immediate supervisor concerned. The grievance shall be submitted to the supervisor within thirty (30) calendar days following the occurrence of the events on which the grievance is based.

**Second Step.** If a mutually satisfactory solution of a grievance as specified in the paragraph above is not reached, then within seven (7) days of the discussion with the immediate supervisor, the employee or employees aggrieved may reduce the grievance to writing. The grievance shall set forth all of the issues involved; shall be dated and signed by the employee or employees; and shall be submitted to the Chief of Police. The Chief of Police or the person appointed by the Chief of Police to hear and determine the grievance at this step shall make such investigation of the facts and issues as is required and reach a conclusion at the earliest date consistent with the nature of the investigation and with normal conduct of the department's business. Upon reaching such conclusion, but in any event within seven (7) working day{ XE "Working Day" }s of the receipt of the

grievance statement, the Chief of Police or designee shall reply in writing stating the department's view of the issue involved.

**Third Step.** If the grievance has not been disposed of in the second step, the employee, within seven (7) working day{ XE "Working Day" }s after receiving the department's written reply , shall forward the written grievance to the City Manager or the City Manager's designated representative, who will review the facts and issues and make such further investigation as is necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and with normal conduct of the City's business. Upon reaching such conclusion, but in any event within ten (10) working days of the receipt of the grievance statement, the City Manager or the City Manager's designated representative shall reply in writing to the employee setting forth the City's decision.

**Fourth Step.** Within seven (7) working day{ XE "Working Day" }s after receiving the City Manager's written decision the employee may submit the grievance for consideration by either, but not both, the Personnel Board{ XE "Personnel Board" } or an arbitrator{ XE "Arbitrator" }, subject, in each grievance submitted to arbitration{ XE "Arbitration" }, to the execution of "An Agreement for Arbitration" signed by the employee, the employee's representative, if any, and the City Manager.

**Personnel Board{ XE "Personnel Board" }.** In considering an employee grievance, the Personnel Board shall hear and investigate the grievance and shall make findings and a decision. The decision of the Personnel Board will have the effect of a judgment.

**Arbitrator{ XE "Arbitrator" }.** The agreement for arbitration{ XE "Arbitration" } will provide that the arbitration decision will have the effect of a judgment. Except as may be otherwise provided herein, provisions of Title 9, commencing with Section 1280 of the Code of Civil Procedure dealing with arbitration, will apply.

The arbitrator{ XE "Arbitrator" } shall be selected from among a list of no more than ten (10) names provided by the California State Conciliation Service, the American Arbitration Association, or from a similar body mutually agreed to between the parties. After a toss of the coin to decide which party shall move first, the representative of the City and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains, and such person shall act as the arbitrator. The next to the last name stricken shall be the alternate arbitrator to serve in the event the first arbitrator is not available. This procedure shall be followed until there is an available arbitrator.

The cost of retaining the arbitrator{ XE "Arbitrator" } and the incidental expense of hearing shall be borne equally by the parties.

**Decision—Final and Binding.** The decision of the Personnel Board{ XE "Personnel Board" } or the arbitrator{ XE "Arbitrator" }, whichever is selected, shall be made in writing within ten (10) working day{ XE "Working Day" }s of the close of the investigation and/or hearing; shall direct the appropriate appointing authority in the disposition of the case; and shall be final and binding upon both parties. In each grievance matter, the Personnel Board and the arbitrator shall be restricted to the interpretation and application of existing policies, rules, directives, or procedures and shall not change existing wage rate schedules or employee benefits.

### **Waiver of Steps or Time Limits**

Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived upon consent of all parties involved.

### **No Interruption of Work**

During the determination of a grievance herein, there shall be no interruption of scheduled work relating to the grievance, except as provided for in Section 16.3.

### **Working Day{ XE "Working Day" }**

As used in this section, a working day{ XE "Working Day" } means a day on which the City's general offices are open for business, i.e., Mondays through Fridays, excluding holidays{ XE "Holidays" } and other day treated as a holiday under Section 10.

## **17. Safety and Health**

### **17.1—Safety**

**Safety Committee{ XE "Safety Committee" }** There shall be a City Employee Safety Committee. Committee members shall designate a chairperson and vice chairperson, one of whom will regularly attend the meetings of the Executive Safety Committee. In order to facilitate the committee's work, its members or alternates will be provided reasonable time to meet without causing overtime compensation or interfering with the needs of the City. The City will notify the Union of Safety Committee vacancies and the Union may make committee appointments after consulting with, and considering the concerns of, the employees' Department Head. The Union shall be entitled to appoint up to two committee members and one alternate for each representation unit. If the Union elects not to make an appointment, the City Manager may.

**SAFETY GLASSES PROGRAM:** Effective December, 1996 the safety glass frame allowance shall be increased to sixty dollars (\$60.00). All other terms and conditions are to remain the same.

**INOCULATIONS:** Employees in the Unit will be included in any voluntary preventative flu or hepatitis inoculation program which the City may conduct at its discretion.

**17.2 Wellness Program{ XE "Wellness Program" }**

The City shall maintain a Wellness Program{ XE "Wellness Program" } for all City of Concord employees.

**17.3—Physical Capacity of Employees**

The City may require that all employees be physically capable of performing the essential functions of the assigned position and be subject to medical examinations which shall be arranged by and conducted at the City's expense.

No employee shall hold any position in a class for which the employee is physically unable to perform fully the essential duties of such position and without hazard to either the employee or others. Within the limitations indicated, and consistent with the provisions of existing Personnel Rules{ XE "Personnel Rules" }, the City will place physically disabled employees in such positions as are available in the City service where their disabilities will not affect their performance of essential job duties.

**17.4—Stress Management**

The parties agree on the importance of continuing to provide stress management awareness and training opportunities.

**HEALTH/DENTAL PLANS:**

A. Health Plans:

1. City will pay Kaiser monthly rates for current plan benefits:

Employee	\$431.17
Employee + 1	\$862.34
Employee + 2	\$1,121.04

The parties agree that sixty (60) days prior to the effective date of the new Kaiser premium rates, as announced by CALPERS, the parties will calculate the increase in the premiums from the prior year and any such increases shall be shared by the parties pursuant to the following formula: The City shall pay the first full 5% of any such increase in premiums from the prior year. Premium increases in excess of 5% shall be shared equally (50/50) between the City and the employees. This will be accomplished

by calculating the increase, if any, into a dollar amount per employee and then deducted from the employee payroll checks on a monthly basis for the following twelve months, or until the effective date of the new rates. In no case will the adjustment be greater than \$20 per month for a total of \$240 per year. In the event that the formula requires employee contributions in years 2, 3 and 4 of this Agreement, the maximum increase will be \$5 per calendar year. By way of example, the maximum amount permitted to be assessed against the employee will be as follows: year 1 - \$20; year 2 - \$25; year 3 - \$30; and, year 4 - \$35 per month. The annual contributions will not compound. In the event there is a reduction in the health premiums in a given year, the City shall enjoy all such savings. For initial implementation purposes the first cost sharing payment will be deducted on the second pay period in December 2007.

The parties agree that the City shall comply with any PERS mandate to provide health benefits to Domestic Partners.

Kaiser rates will be maximum for City payment to other health plans, and for sick leave conversion for those retiring or beginning Long Term Disability (LTD) after July 5, 1993.

City will pay Kaiser rates for \$3 co-pay plan for visits and prescriptions, such rates to be used to set maximum reimbursement level for other health plans and sick leave conversion.

Beginning July 1, 1998, City will enter into the "PERS" Health Benefits Program. Kaiser "North" rates will be maximum City payment for other "PERS" health plans offered. Such premium level of payment is limited to current active unit members and their covered dependents, and those unit members who retired as a member of the City of Concord "PERS" Retirement Plan (effective June 21, 1993). City of Concord "PERS" Retirement Plan membership is limited to unit members who are active unit members and retired unit member receiving a "PERS" retirement benefit allowance from service with the City of Concord who retired within 180 days of separation from the City of Concord. This medical benefit is subject to "PERS" Health Benefits Program requirements.

City will pay the maximum premium of the Kaiser "North" rates (basic plan) for all active and retired unit members and their covered dependents. Retired unit members and their covered dependents who are age 65 or older are limited to City's cost of the Kaiser "North" rates for Supplement Medicare Premium.

2. The City agrees to continue to pay that amount of premium in effect determined by paragraphs 1. above for employee and dependent coverage for that type of City contracted health plan the employee is a member of

when s/he becomes disabled due to a City of Concord workers' compensation injury. Such coverage shall extend for up to one year from the date of injury or to the date when the employee's disability is determined to be permanent and stationary, whichever comes first.

3. Plan adjustments that maybe stipulated by carriers as mandatory may be incorporated into the described health insurance program without contradicting the concept of the "present level of coverage."
4. Extended health care coverage for retired or disabled Police Managers shall be provided as described in Attachment "A" of this document. Commencing July 1, 1998, Attachment "A" provisions shall apply only to extended health care coverage for temporary disabled Police Managers and retired unit members as applicable.
5. Any employee who may have health plan coverage as a result of being an eligible dependent of another City employee, or who may have health plan coverage as an eligible dependent of a person employed elsewhere, may request that their health plan coverage as an employee of the City be terminated; and that, in lieu of the amount the City would otherwise pay for the health plan coverage for that employee, Kaiser employee rate per month be paid to that employee. To participate in this program, the employee shall sign a waiver, provided by the City, of health plan coverage; provide proof of health plan coverage for him/herself which shall be provided to the Human Resources Department. Such proof must be resubmitted each year during the City's health waiver recertification period. If such proof is not provided by the end of the recertification period, payments shall be stopped and the employee enrolled in a health plan effective January 1 of the following year.
6. The City shall provide a salary reduction program which allows employees to make pre-tax contributions for health benefits pursuant to the provisions of Internal Revenue Code sections 125 and 129.

B. Dental Plans:

1. The City maintains the current level of coverage for the Association and pay total premium cost for employee and dependents. The rates are:

1 Party	\$44.43
2 Party	\$87.22
3+ Party	\$153.09

2. There shall be made available to Association employees, orthodontic coverage for the employee, eligible spouse and dependent children under

the age of 19 years. Such orthodontic coverage shall have a limit of \$4,000 maximum cost to the City for the lifetime of the covered person.

3. Plan adjustments that may be stipulated by carriers as mandatory may be incorporated into the described health insurance program with contradicting the concept of "present level of coverage."

### **18.3 Life Insurance{ XE "Life Insurance" }**

Group Term Life Insurance{ XE "Life Insurance" }. The City will provide a life insurance benefit equal to no less than two times the employee's current annual earnings as more particularly described in the Standard Insurance Company Policy No. 451282-A. during the term of this MOU.

Death Benefit{ XE "Death Benefit" }. The death benefit shall be the amount of an employee's Accumulated Retirement{ XE "Retirement" } Contributions and the amount of insurance payable under the Group Term Life Insurance{ XE "Life Insurance" } Policy.

**SHORT TERM DISABILITY:** The parties agree that the short term disability benefit shall no longer apply to the members of this bargaining unit.

### **18.5 Long Term Disability{ XE "Long Term Disability" }**

The City will maintain the current Long Term Disability{ XE "Long Term Disability" } benefit program during the term of this MOU. Complaints in the administration of the Long Term Disability Program shall first be directed to the Human Resources Department. If not resolved, such complaints may be submitted in writing to the City's Retirement{ XE "Retirement" } Board for consideration.

**JOB INJURY LEAVE WITH PAY FOR POLICE OFFICERS:** There shall be provided a category of leave known as "Job Injury Leave With Pay for Police Officers". As used in this section the term "4850" refers to Section 4850 of the Government Code. Such leave shall be administered according to the following provisions:

- A. **Eligibility:** Any full-time, sworn police officer occupying a regular position, regardless of such officer's period of service with the City, who may be disabled due to an injury or illness arising out of and in the course of employment with the City of Concord, shall be eligible for 4850 benefits.
- B. **Disability Determination:** The determination of temporary total, or partial disability shall be made by the City's appointed medical examiner. In the event of a dispute, the finding, and order of the Worker's Compensation Appeals Board (WCAB) regarding an application filed in connection with the injury or illness, claimed to have arisen out of or in the course of employment shall be binding upon both the City and the police officer with respect to: (1) disability; (2)

whether the disability is job-incurred; and (3) whether the disability is total, temporary, partial, or permanent and stationary.

C. Compensation During Job Injury Leave:

1. Workers' Compensation: Temporary disability indemnity payments shall be augmented by 4850 benefits to maintain the disabled officer at full base salary (including the amount of Police Professionalization Program [PPP] incentive pay designated to be included in base pay). If temporary disability indemnity is not provided during the workers' compensation waiting period, or for partial days lost due to the job-incurred disability, 4850 benefits shall be provided.
2. Salary: The salary to which the police officer is entitled while on 4850 benefits shall be the base salary step (including any PPP incentive designated to be included in base pay) then in effect on the date of the job-incurred disability, and may be increased by any general adjustments to the salary range that may occur during the course of the 4850 benefits.
3. Social Security: As a condition of receiving 4850 benefits, the disabled police officer shall apply, when eligible, for disability benefits from Social Security. Benefits paid to the police officer or the officers dependents while receiving 4850 benefits shall be made payable to the City by the disabled police officer. Failure of the employee to make application for Social Security benefits shall not prevent the City from making a deduction from the amount owing the employee consisting of the Social Security benefits to which the employee may have been entitled
4. Other Disability Income: Benefits paid the disabled police officer by private plans paid for by that employee and without participation by the City shall be in addition to income provided by 4850 benefits.

- D. Duration of Leave: The eligible police officer shall be entitled to 4850 benefits for the period of temporary disability not to exceed one (1) year cumulatively from the date of the job-incurred disability.

If at any time during 4850 leave, the appointing authority finds that the disability is permanent and stationary and the officer will be unable to return to work in his/her classification, the disabled officer shall be removed from 4850 leave status and shall apply for benefits under the City's Long-Term Disability (LTD) program. (See paragraph J below.)

If the disabled officer does not consider the condition permanent and stationary to the extent that he/she is unable to return to work in that classification, the officer shall so notify the City in writing within ten (10) days of being removed from

4850 leave. The matter shall be resolved by the Workers' Compensation Appeals Board under the provisions of Labor Code Section 6144.

The decision of the Workers' Compensation Appeals Board upon this issue may be appealed by either party to the Superior Court, providing this appeal is filed within twenty (20) days from the date the arbitration award is issued by the Workers' Compensation Appeals Board or the court in the event an appeal is taken from the decision of the Workers' Compensation Appeals Board.

Pending the accrual of benefits under the Long-Term Disability program, or benefits under the Concord Retirement System, there shall be paid to the employee by the City, a sum equivalent to that which the employee would ordinarily receive under the City's Long-Term Disability program or Retirement Benefits, whichever program the employee elects to proceed under. In the event the Workers' Compensation Appeals Board finds that the officer's disability is not permanent and stationary, and the officer's condition is such that he/she cannot at that time be considered permanently unable to return to work, there shall be paid to the officer retroactively to the date payment of 4850 leave ceased, an amount equal to that which he/she would have received as 4850 benefits less any benefit payments provided under the City's LTD program or Social Security disability benefits paid to the officer or the officer's dependents.

E. Impact of 4850 Benefits on Other Benefit Programs:

1. Commencing August 1, 1989, employees who are on 4850 leave shall accrue sick and vacation leave and shall receive any regular uniform allowance, Leave accrual and uniform allowance shall not exceed 12 months while on temporary job injury leave.
2. Life Insurance: The amount of life insurance then in effect and provided by the City at the time of the police officer's job-incurred disability shall remain in force and continue to be provided at the City's expense throughout the duration of 4850 benefits.
3. Medical and Dental Plans: While on 4850 benefits, the City will continue to pay on behalf of the disabled police officer, and the officer's eligible dependents, coverage under any of the group health and dental plans offered by the City and in which the officer is enrolled as provided in the "Dental Plan" and "Health Plan" sections of this Memorandum of Understanding.
4. Retirement System: Employee contributions are to be continued by the police officer while on 4850 leave and this period of time shall be included as years of service under the Concord Retirement System. Effective June 21, 1993, employee contributions while on 4850 will be

contributed under the PERS system and shall be included as years of service under that system.

- F. Step Increases: The interval between any step increase for which the police officer would otherwise be considered shall be extended by the duration of 4850 benefits leave and a new anniversary date shall be established as of the effective date of any step increase granted following the reinstatement of the police officer from 4850 benefits.
- G. Probationary Appointments: If the police officer was serving a Probationary Appointment when disabled on the job and the officer is subsequently reinstated from 4850 leave to a position in the class occupied at the time of disability, the probation appointment period shall be extended by the duration of 4850 leave.
- H. Seniority: The police officer's seniority shall continue to accrue during the duration of 4850 leave and may be used for whatever purpose seniority is used by the Police Department according to their regulations.
- I. Return to Work: If the disabled police officer recovers and is released for full-time employment and duty status in the officer's own classification, all benefits under 4850 benefits provisions shall cease and the employee shall immediately return to work upon medical release. This reinstatement from 4850 benefits shall be made even though it requires the use of the City's layoff procedure. Medical release for return to work shall be determined and provided by the City's appointed medical examiner.
- J. Long-Term Disability: The Long-Term Disability (LTD) program runs concurrently with 4850 leave. Although an officer may be eligible to receive LTD benefits based upon eligibility criteria from the first date of disability as determined by the LTD claims administrator, such LTD benefits are not paid inasmuch as the 4850 benefit exceeds the guaranteed LTD income level. At the end of the maximum one (1) year period of 4850 benefits, or a declaration of permanent and stationary and inability to return to work in his/her own occupation, whichever occurs first, the disabled officer would continue to be guaranteed the income level offered by the LTD program for a period of up to twenty-six (26) months beyond the first date of disability under the "own occupation" definition of disability. However, eligibility for LTD benefits under the "own occupation" definition shall be extended from twenty-six (26) months to a maximum of thirty-six (36) months from the first date of disability when all of the following conditions are met:
  - 1. The injury/illness causing the disability occurs on or after July 2, 1984; and

2. The disability has been accepted by the City's workers' compensation claims administrator as being a disability arising out of and in the course of employment; and
3. The disabled officer is actively participating in an approved Rehabilitation Plan (limit of no more than two [2] approved Plans) as provided by Workers' Compensation; and
4. There continues to be medical certification by the City's appointed medical examiner that the officer is unable to perform the full duties of his/her classification.

The extension period (beginning on the twenty-seventh [27th] through the thirty-sixth [36th] month described above) shall be canceled at any time during this period if any of the events shown below should occur:

1. Completion of the Rehabilitation Plan; or
2. Determination is made by the City's appointed medical examiner that the officer is no longer disabled from performing the full duties of his/her own classification; or
3. The officer ceases to actively participate in the approved Rehabilitation Plan prior to its completion.

The extension period does not alter any eligibility or other provisions under which Long-Term Disability benefits are provided.

Effective June 21, 1993, the City's Long Term Disability plan will become an independent program from the PERS retirement system and the continuation of service credit will only be provided during the maximum one (1) year of 4850 or a declaration of permanent and stationary and inability to return to work in his/her own occupation, whichever occurs first.

#### **RETIREMENT CONTRIBUTION:**

- A. The City provides retirement benefits to employees under the California Public Employees Retirement System ("PERS"){ XE "California Public Employees Retirement System ("PERS")" } and, in the administration of the retirement program, PERS Rules and Regulations shall apply.
- B. Effective June 25, 2001, the City amended its contract with PERS to provide the retirement plan commonly referred to as the 3% at 50 plan.
- C. In addition to the Employer's share of the contribution, the City will pay the employee's share of the contribution, which totals 9% of gross covered

compensation. Effective January 8, 2001, the City shall report the value of these Employer Paid Member Contributions{ XE "Employer Paid Member Contributions" } as salary to PERS.

- D. For purposes of determining retirement benefits, "Final Compensation{ XE "Final Compensation" }" shall mean the highest average monthly compensation paid as a salary to an employee during any period of twelve consecutive months during the employee's membership in the PERS Retirement{ XE "PERS Retirement" } Program. Compensation, as herein defined, paid during any period of service under a Reciprocal System shall be considered compensation for purposes of computing Final Compensation in the Concord retirement plan, provided entry into membership in one system occurred within sixty (60) days of discontinuance of employment as a member of the other system.

E.D. \_\_\_\_\_ The City agrees to open negotiations to discuss the issues of the DROP Program and/or the 90% Cap on maximum benefits should either or both of these features be made available as an optional benefit under PERS Retirement{ XE "PERS Retirement" }. This re-opener provision is strictly limited to these two specified issues.

**RETIREMENT SOCIAL SECURITY OFFSET:** Effective September 1994, the City shall amend its contract with the Public Employees' Retirement System (PERS) to include the provision called "Full Formula Plus Social Security" as defined in Section 20499 of the Public Employees' Retirement Law. This amendment will eliminate the coordination of retirement and Social Security benefits, and provide full PERS coverage for past and future service of safety members in this representation unit employed on or after the effective date of this contract amendment.

~~**SICK LEAVE:** The existing policy on the return of unused sick leave shall be one fourth (1/4) of unused sick leave, not to exceed 200 hours, available at retirement, or upon termination if eligible for retirement.~~

### **18.8 Conversion of Sick Leave{ XE "Sick Leave" } to Retirement{ XE "Retirement" } Service Credit**

Upon retirement, or termination when eligible for retirement, unused accrued sick leave{ XE "Accrued Sick Leave" } can be used to extend service credit and an employee will receive 0.004 years of service credit for each 8 hours of unused accrued sick leave{ XE "Sick Leave" }. Alternatively, an employee can elect to cash out up to 800 hours of unused accrued sick leave at the rate of two hours of pay for each 8 hours of unused accrued sick leave. An employee can also elect a combination of cash out up to the maximum 800 hours (200 hours pay) and extended service for the balance.

**DEFERRED COMPENSATION:** Management employees shall be eligible to participate voluntarily in the City of Concord Deferred Compensation Plan subject to Internal Revenue

Service approval. Further, the City shall provide an employer-paid 401(k) contribution equal to 3% of the Association member's base wage. The contributions will be made on a per pay-period basis.

**EMPLOYEE ASSISTANCE PROGRAM:** The City shall continue to maintain an Employee Assistance Program (E.A.P.). The parties agree that the minimum visits for Association employees shall be six (6) per contract year for employees and their eligible dependents.

**TUITION REIMBURSEMENT:**

- A. The application of the Tuition Refund Program will exclude graduation fees and if a text book is to be retained at the request of the employee and with the approval of the department head, the City will pay 50% of the costs for such books rather than 100%.
- B. The Tuition Refund for Employee Schooling (Policy & Procedure No. 42) shall not apply to any course or program conducted by an educational institution through a contractual relationship with any type of "Educational Broker." Further, the City shall not recognize or pay for in any way any "life experience" credits that may be granted by any educational institution.
- C. The maximum benefit payable to an employee per fiscal year for approved course work successfully completed at a school that is privately owned and/or operated shall not exceed \$1,500. No limit shall apply to schools that are publicly owned and/or operated.

Policy & Procedure No. 42, titled TUITION FOR EMPLOYEE SCHOOLING shall be amended as follows:

- 2.5 The course is completed with a grade better than a C- or a certificate of satisfactory completion.
- 4.22 Association Members. Reimbursement for books retained by the employee will be limited to 50% of cost. This policy shall not apply to any course or program conducted by an educational institution through a contractual relationship with any type of "Educational Broker" nor shall the City recognize or pay for any "Life Experience" credits that may be granted by any educational institution. Excluded from reimbursement are computer hardware and software and battery operated or electric calculators.

**EMBLEMS AND INSIGNIA:**

- A. The City shall provide City emblem shoulder patches for police uniforms under a program regulated by the Chief of Police.

- B. Upon promotion, an employee within the Association shall be provided by the City two (2) complete sets of jacket and one (1) set of shirt bar emblems and insignia appropriate for rank involved. This does not include service stripes which may be worn at the expense and discretion of the Manager, except that for the 20<sup>th</sup> and 25<sup>th</sup> year of total peace officer service, the City shall provide, at the request of the Manager, four (4) sets of service stripes, each stripe denoting five years of peace officer service. Such service stripes are to be worn at the expense and discretion of the Manager.

### **UNIFORM ALLOWANCE:**

- A. A uniform allowance will be made in two (2) equal payments, the first pay period in November and the first pay period in June. The uniform allowance shall be one thousand dollars (\$1,000.00) annually and that amount shall increase by fifty dollars (\$50.00) on each subsequent first pay period in July during the term of this Agreement.

## **20. Reimbursement**

### **Damaged or Lost Personal Property{ XE "Personal Property" }**

Subject to the following provisions, claims for damaged or lost personal property{ XE "Property" } of an employee shall, when such damage or loss results directly from the performance of work in the line of duty, be reimbursed. Such personal property must have been necessarily worn, used, or carried by the employee in order to adequately fulfill the duties and requirements of the job.

The City will process and review employee claims with the understanding that the burden of proof of damage or loss rests with the employee who shall submit specified evidence of ownership and value.

Damage to or loss of personal property{ XE "Property" } occurring in all but the following circumstances shall be eligible for reimbursement:

Theft or vandalism.

Ordinary wear and tear.

Employee carelessness, negligence, or lack of proper care.

Events normally encountered or anticipated in the job and subject to the control of the employee.

Incidents occurring outside hours actually worked (for example: breaks{ XE "Breaks" }, meal periods, standby duty{ XE "Standby Duty" }).

An employee shall be eligible for reimbursement for damage to or loss of any personal property{ XE "Property" } except:

Tools or equipment used without the express approval of the appointing authority.

Items not required as part of a uniform or duty equipment such as jewelry.

Clothing provided at City cost.

Vehicles.

Items that have exceeded their normal life expectancy.

Items compensable by Workers' Compensation coverage or the employee's insurance.

Following verification of eligibility for payment, reimbursement shall be as prompt as possible. Reimbursement shall be limited as follows:

For items that may be repaired, reimbursement is limited to the actual cost to repair the item.

For items damaged beyond repair or lost, reimbursement is limited, either to the actual value of the item at the time of loss or damage, or to the original cost, whichever is less.

Reimbursement for watches shall be limited to \$50.00. Reimbursement for cash shall be limited to \$25.00.

Claims Procedure:

An employee may submit a claim on a form designated by the City to the immediate supervisor for review within thirty (30) calendar days of the incident which resulted in loss or damage. Claims submitted more than 30 days following the incident may be considered only if the Chief of Police accepts an explanation for the delay.

The employee's supervisor will review the claim and complete that portion designated for supervisory response and forward the claim form to the Chief of Police.

The Chief of Police will review the claim, add comments as appropriate, and forward the claim to the Finance Director.

The Finance Director will determine whether or not the claim satisfies the criteria specified above. If the criteria are met, the Finance Director will provide reimbursement. If a claim does not appear to meet the eligibility criteria, or if the amount of reimbursement appears to be inappropriate, the Finance Director will notify the Chief of Police of the concern prior to notifying the employee. The employee may be requested to provide additional information to substantiate a claim. The Finance Director and Chief of Police may, when appropriate, negotiate reimbursement amounts with the claimant or the claimant's representative.

If a claim is rejected, the employee will be notified of the reason for rejection and the employee may submit additional information and request reconsideration.

**Disputes.** Disputes regarding either eligibility for reimbursement or the amount of reimbursement may be processed at the Second Step of the Grievance Procedure. ~~{ XE "Grievance Procedure" }, Section 16.5.2.~~

## **20.2 Travel{ XE "Travel" }**

The City Manager may authorize attendance, travel{ XE "Travel" } and reimbursement of all normal and necessary expenses incurred by employees representing the City on official business or at an approved function. The following guidelines shall govern the approval of the City Manager. In areas not specifically covered, the City Manager's decision shall prevail.

The governing factor in authorizing attendance at these functions is the benefit to accrue to the City as a result of such attendance in relation to the overall expense to the City. All employees will obtain approval of the Chief of Police and the City Manager prior to incurring City reimbursable expenses when business or function will require them to be away from work for a full day or more, or require overnight absences.

Travel{ XE "Travel" } shall be by means most economical to the City of Concord. If travel by air is indicated, coach or economy air travel will be used whenever possible. Travel by private automobile will be authorized in lieu of flying, when it does not necessitate more time away from the job. The total travel cost shall be computed on direct route distances, but in no case shall the expense exceed the round trip cost by air.

No employee shall be authorized mileage allowance for privately-owned vehicle travel{ XE "Travel" } in the performance of official business or approved function within the immediate vicinity of Concord, if a City-owned vehicle is available and suitable for such use. When authorized, travel by private automobile will be reimbursed at the prevailing IRS mileage allowance.

When vehicles, either private or City-owned, are provided for authorized travel{ XE "Travel" }, employees shall pool rides whenever possible.

While attending approved functions, the burden of responsibility for sound judgment in expending City funds rests on the attending employee. The decision of the City Manager shall be final in cases where conflict of opinions on reimbursement exist.

Reimbursement of costs shall be based on the minimum number of days and hours required to transact City business. Early departures and late arrivals shall be at the employee's own expense except where prior approval of the City Manager is received.

The use of City vehicles shall be limited to official City business and travel{ XE "Travel" } reasonably related thereto. Transportation of persons{ XE "Persons" } other than employees or official City delegates is authorized by the City Manager only in situations where it relates to City business, such as transportation of spouses to functions where they are registered to attend, and then only when alternative arrangements are impracticable.

Advance requests, receipts, and expense statements are to be submitted to the Finance Director for processing and filing. Processing shall include verification of policy compliance. Receipts are required to be filed for all major expenses when available such as registration, hotel, and travel{ XE "Travel" }.

## **~~21.~~ Policies and Procedures**

Prior to consideration by the City Council{ XE "City Council" }, the City agrees to provide 20 working days' notices' notice of any proposed modification, amendment, or consideration of any new Policy or Procedure Statement affecting personnel covered by this MOU. With mutual consent of the parties, this 20-day notice may be waived.

## **~~22.~~ Outside Employment{ XE "Outside Employment" }**

City employees shall not engage in any employment activity or enterprise for compensation which is inconsistent, incompatible, or in conflict with, or inimical to their duties as employees or with the duties, functions, or responsibilities of the employee's appointing authority or the department in which employed. An employee shall not perform any work, service, or counsel for compensation outside of such employment where any part of his or her efforts will be subject to approval by any officer, employee, board, or commission of the City, unless otherwise approved in the manner prescribed by Sections 22.2 and 22.3 below.

## ~~22.2~~—~~Prohibited Activities~~{ XE "~~Prohibited Activities~~" }

The Chief of Police may determine, subject to the concurrence of the City Manager, those outside activities which, for employees under his or her jurisdiction, are inconsistent with, incompatible to, or in conflict with their duties as employees. An employee's outside employment, activity, or enterprise may be prohibited if it:

Involves the use for private gain or advantage of City time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of one's City office or employment; or

Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his or her City employment or as a part of the duties of such a employee; or

Involves the performance of an act in other than the capacity of the employee, which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the City to whom the employee reports; or

Involves such time demands as would render performance of his or her duties as an employee less efficient.

## ~~22.3~~—~~Authorization~~

Any employee, wishing to engage in an occupation or outside activity for compensation and having any reason to question whether this activity might come under Sections 22.1 and 22.2 shall inform the Chief of Police of such desire, providing information as to the time required and the nature of such activity and such other information as may be required.

~~22.4~~—The Chief of Police at his or her own initiative, or at the request of the employee, shall make such determination as specified in Section 22.2 and either authorize or prohibit the employee's outside employment, activity, or enterprise for compensation. Notice of such determination shall be in writing to the employee involved, with a copy forwarded to the Human Resources Director. If authorization is granted, it shall be valid only for the work and period prescribed therein. Such determination of the Chief of Police may be subject to the Grievance Procedure{ XE "~~Grievance Procedure~~" } as set forth in Section 16.

## ~~POST EMPLOYMENT BENEFIT REOPENER:~~

~~The Association agrees to actively participate and engage in good faith efforts to establish the parameters of a City wide effort to address and arrive at a long term solution to the rising costs in retiree medical benefits and the Other Post-Employment Benefits (OPEB) unfunded liability.~~

~~To that end, the Association will participate in joint discussions, meetings and study sessions with representatives from all of the organizations representing all City employees, including representatives from confidential and management employees. The Association will consider, among other things, the respective interests of all City employees and the City's stated intention to minimize the OPEB liabilities for purposes of enhancing the City's future financial security and long term planning. The parties anticipate that regular meetings between these various representatives will commence in September 2007, with an anticipated resolution to be decided by May 2009.~~

~~Further, the parties agree that on the first Monday in June 2009, the City and the Association (as a separate bargaining unit) shall return to the bargaining table and engage in good faith negotiations to re-open this MOU for the limited purpose of seeking ways to implement the negotiated and agreed upon City wide resolution to the OPEB liability. Any modifications of the MOU will be subject to mutual agreement of the parties. Furthermore, the OPEB re-opener outlined herein is not a general re-opener and will not be subject to impasse procedures or unilateral implementation or modification.~~

~~The parties agree and understand that the City shall not enjoy any real savings from the resolution to the OPEB unfunded liability issue for a number of years from the inception of the City wide solution.~~

**RESIDUAL RIGHTS:** Except as otherwise noted in this agreement, the City retains all rights of management.

### **~~23-Entire Agreement~~**

~~Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer.~~

### **~~25-Revisions, Amendments, Extensions~~**

~~Neither party shall be required to negotiate any changes to the terms of this MOU except by mutual agreement.~~

**WAIVER:** Upon the adoption of the Memorandum of Understanding, the Association employees individually and collectively waive any rights and benefits that may in the future be determined under City of Concord Policy No. 37.9, titled COMPENSATION FOR MANAGERIAL CLASSES AND EMPLOYEES, and also any rights and benefits that may have been extended to them under that Policy by order of an arbitrator with the following exceptions:

- A. Upon retirement from the City service, an incumbent in the Association shall be paid in cash one-fourth (1/4) of that employees' unused sick leave up to a maximum of 200 hours.
- B. The additional one (1) week of vacation per year allowed managerial employees shall apply and be included in the vacation accrual rates specified in the "Vacation" Section of this Memorandum of Understanding.

**SEVERABILITY CLAUSE:** Should any part of this Memorandum of Understanding, or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, Federal tax requirements, or by any decree of any court of competent jurisdiction, such invalidation of such part or portions of this Memorandum of Understanding shall not invalidate the remaining portions thereof. The remaining portions or parts shall remain in full force and effect. It is mutually agreed that upon such invalidation the City of Concord and the Concord Police Association will meet and confer in good faith with reference to the parts or provisions thus invalidated.

This Memorandum of Understanding is subject to all laws and ordinances. This Memorandum of Understanding shall be further subject to all resolutions and administrative rules of the City except as expressly provided to the contrary by this Memorandum of Understanding.

**TERM:** This Memorandum of Understanding shall be effective upon ratification and approval by the members of the Concord Police Managers' Association and upon approval by the Concord City Council. The Terms of this Memorandum of Understanding shall be from October 9, 2007 through July 9<sup>th</sup>, 2011. The parties shall reopen negotiations by March 15, 2011.

If negotiations are not completed by the end of the term, this Memorandum of Understanding shall continue in full force and effect until an understanding is reached, or, failing agreement, until any applicable impasse procedure is exhausted.

## ATTACHMENT "A"

### **EXTENDED HEALTH CARE COVERAGE FOR RETIRED OR DISABLED POLICE OFFICERS**

Extended health care coverage may be provided to retired/disabled Police Employees subject to the following provisions: Effective July 1, 1998 retirement medical coverage for City of Concord "PERS" Retirement Plan unit members shall be provided under the "PERS Health Benefit Program" in accordance with the Health/Drug Plan section of the "MOU". Concord "PERS" Retirement Plan membership is limited to unit members who are active unit members and retired unit members receiving a "PERS" retirement benefit allowance from service with the City of Concord who retired within 180 days of separation from the City of Concord. All other City of Concord Retirement System retirees who retired prior to June 21, 1993 and Disabled Police Employees will continue to be subject to the following provisions:

#### A. PROVISIONS

1. Active Police Employee means persons currently employed by the City of Concord as Police Employees, as that term is defined by the City of Concord Retirement Ordinance.
2. Dependent means the Police Employee's legal spouse and/or children eligible for coverage by one of the City's health care programs.
3. Extended Health Care Coverage means continued eligibility to participate in and be covered by one of the City's health care programs after such date as the Police Employee no longer meets the definition of Active Police Employee due to Retirement or receipt of benefits from the City's Long-Term Disability Program.
4. Individual Coverage means coverage under one of the City's health care plans for the retired or disabled Police Employee or the widow/widower of a retired or disabled Police Employee.
5. Residual Balance of Unused Sick Leave means all hours of unused sick leave in excess of 800 hours.

#### B. ELIGIBILITY

1. An employee is only eligible to use sick leave conversion at retirement or when on Long Term Disability (LTD).
2. Extended health care coverage shall be limited to those who are defined as Police Employees by the City of Concord Retirement System and who shall either have severed his/her employment with the City of Concord by retiring under service or

disability provisions of the City of Concord Retirement System, or have become eligible and continue to be eligible to receive benefits under the City of Concord's Long-Term Disability Program. Police Employees who resign from City employment but remain a Member of the City of Concord Retirement System shall not be eligible to receive extended health care coverage upon their retirement.

3. Participation in extended health care coverage program by a retired or disabled Police Employee and his/her dependent(s) shall be voluntary.

C. SCOPE OF EXTENDED HEALTH CARE COVERAGE

1. Extended health care coverage is limited to benefits provided under the health care programs being offered to Active Police Employees. Extended health care coverage shall not include dental or drug programs offered to Active Police Employees.
2. Retired employee and spouse on City health plans shall enroll in Medicare as soon as eligible.

D. PARTICIPATION/ELECTION OPTIONS

1. At the time of retirement, the Police Employee who elects to participate in the extended health care coverage program may choose one of the following options:

a. Option 1. Conversion of Entire Sick Leave Balance

The entire unused sick leave balance at the date of retirement may be converted to fully-paid individual health care coverage on the basis of one month of prepaid health care coverage for each 8 hours of unused sick leave. The number of unused sick leave hours shall be divided by 8 and rounded to the nearest whole number to determine the number of months of health care for Individual Coverage. If the Police Employee chooses to have a spouse covered, the number of months of health care coverage shall be reduced by one-half. Health care coverage for dependents other than a spouse shall be at the sole expense of the Police Employee. Upon exhaustion of the number of months of health care coverage, the Police Employee may elect to continue participation in extended health care coverage by commencing payment as described in Section D. I.c. below.

- (I) City will pay Kaiser monthly rates for current plan benefits for 1995/96.

Employee		\$142.11
Employee	+ 1	\$284.22
Employee	+ 2	\$378.02

Kaiser rates will be the maximum for City payment to other health plans, and for sick leave conversion for those retiring or beginning Long Term Disability (LTD) after July 5, 1993.

b. Option 2. Conversion of Residual Balance of Sick Leave

The Police Employee may elect to receive as a cash payment the dollar value of 800 hours of the unused sick leave computed in accordance with Section 4.52 of Policy & Procedure No. 41, SICK LEAVE. The Residual Balance of Unused Sick Leave (excess over 800 hours) may be converted to fully-paid extended health care coverage as described in Section D.1.a. above.

c. Option 3. Payment for Participation

In lieu of converting any unused sick leave as described in Sections D.1.a. and b. above, the Police Employee may choose to participate in the extended health care coverage by paying a monthly charge. For Individual Coverage, the amount of the monthly charge shall be an amount equal to the mandatory contribution rate made by Active Police Employees. Health care coverage for dependents, including spouse, shall be at the sole expense of the Police Employee.

2. At the time a Police Employee commences receipt of benefits from the City's Long-Term Disability Program. The Police Employee who elects to participate in the extended health care coverage program may choose one of the following options.

a. Option I. Conversion of Entire Sick Leave Balance

Convert the entire unused sick leave balance available at the date s/he commences receipt of benefits in the manner described in Section D.1.a. above.

b. Option 2. Conversion of Residual Balance of Sick Leave

Freeze 800 hours of the unused sick leave balance available at the date s/he commences receipt of benefits from the City's Long-Term Disability Program. The Residual Balance of Unused Sick Leave (excess over 800 hours) may be converted to fully-paid extended health care coverage as described in Section D.1.a. above.

(I) At the time of Disability Retirement or a Service Retirement occurring while the Police Employee is eligible to receive benefits from the City's Long-Term Disability Program, Police Employee

may receive the dollar value of the frozen 800 hours of unused sick leave computed at the rate set forth in Section 4.52 of Policy & Procedure No. 41, SICK LEAVE, or convert the entire 800 hours of unused sick leave to additional months of fully-paid health care coverage in the manner described in Section D.1.a. above.

c. Option 3. Payment for Participation

In lieu of converting any unused sick leave as described in D.2.a. and b., the Police Employee may choose to participate in the extended health care coverage by paying a monthly charge. For Individual Coverage, the amount of the monthly charge shall be an amount equal to the mandatory contribution rate made by Active Police Employees. Health care coverage for dependents, including spouse, shall be at the sole expense of the Police Employee.

3. Except as provided in Section D.2.b. above, if the Police Employee elects to use any or all of the unused sick leave balance as an option for extended health care coverage, s/he may not at a later date receive any portion of the unused sick leave in cash, even if s/he elects to no longer participate in the extended health care coverage program.
4. A Police Employee who elects not to participate in the extended health care program when first eligible may apply for coverage at a future date during the annual opening period for health plan changes for Active Employees.

E. DEATH OF RETIRED OR DISABLED POLICE OFFICER

1. If an employee who elected to convert sick leave at retirement for self and spouse continued the health coverage for self and spouse, the survivor (whether employee or spouse) may convert the deceased spouse's remaining months to extended coverage.
2. Upon conclusion of fully-paid coverage, the surviving spouse until remarriage may elect to continue to participate in the extended health care program by commencing payment as described in D.1. above. Dependent coverage would be at the sole expense of the surviving spouse.
3. Upon remarriage, the surviving spouse may continue Individual Coverage in the extended health care coverage by paying the full amount required for such coverage. Health care coverage for eligible dependent children of the deceased Police Employee would be at the sole expense of the surviving spouse.

F. CONVERSION OF SICK LEAVE TO RETIREMENT SERVICE CREDIT

Nothing contained in this document affects a Police Employee's rights under Section

2809.B.6. of the Retirement Ordinance to convert all unused sick leave to retirement service credit.

DRAFT

**ATTACHMENT "B"**

**RETIREMENT ALLOWANCE FACTORS - POLICE EMPLOYEES**

<u>Age at Retirement</u>	<u>Factors</u>
50	1.0000
50-1/4	1.0175
50-1/2	1.0350
50-3/4	1.0525
51	1.0700
51-1/4	1.0875
51-1/2	1.1050
51-3/4	1.1225
52	1.1400
52-1/4	1.1575
52-1/2	1.1750
52-3/4	1.1925
53	1.2100
53-1/4	1.2275
53-1/2	1.2450
53-3/4	1.2625
54	1.2800
54-1/4	1.2975
54-1/2	1.3150
54-3/4	1.3325
55 and over	1.3500

Effective June 21, 1993, the Retirement Allowance Factors covered by the City contracted PERS Plan shall be applicable.

Signatures

For the Union

---

Daniel Siri  
Negotiating Committee

---

Paul Crain  
Negotiating Committee

---

Brian Wiesendanger  
Negotiating Committee

---

Rocky Lucia  
Negotiating Committee

---

For the City

---

Lydia DuBorg  
City Manager

---

Michelle H. Téllez  
Director, Human Resources

---

Stacy Shell  
Negotiating Committee

ATTACHMENT "C"  
POLICE MANAGEMENT PROFESSIONALIZATION PROGRAM

# DRAFT

## 1. PURPOSE

To establish a Police Management Professionalization Program that increases the standards and requirements for Police Lieutenants and Captains to meet the needs of the City of Concord. Upon achieving the rank of Lieutenant or Captain, or if appointed in a provisional or acting capacity, managers will be eligible for participation in the program.

## 2. EXCLUSIONS

2.1 This policy does not apply to the Chief of Police.

2.2 Any course or college degree program which includes college credits for "life experience" shall not be recognized by the City as qualifying for the Police Professionalization Program.

## 3. DEFINITIONS

3.1 Base salary means the appropriate salary step in the Pay Range adopted for the class.

3.2 P.O.S.T means the California Commission on Peace Officer Standards & Training.

3.3 Program year means from August 1 through the following July 31.

3.4 Satisfactory completion of course(s) means the attainment of a letter grade "C" or better' a "pass" grade if grade on a pass-fail basis; or a certificate of completion.

## 4. GENERAL

It is the intent of the City of Concord to maintain high quality police service to cope with increased demands placed upon this function due to judicial, legislative, technical and social changes. Incumbent police managers are encouraged to meet the higher requirements for their own classification and to become prepared for advancement through a salary incentive program.

## 5. POLICY

The City of Concord will establish and maintain a Police Management Professionalization Program designed for the experienced manager who is interested in a broad academic and specialized training background.

## 6. PARTICIPATION

During each program year, an eligible police lieutenant or captain shall be entitled to receive additional percentage of pay over base salary according to the table at the end of Attachment C. Such incentive pay shall be effective at the beginning of the pay period following fulfillment of conditions.

## 7. PROVISIONS

- 7.1 The requirements for the P.O.S.T. Intermediate and Advanced Certificates are those set forth by the California Commission on Peace Officer Standards and Training.
- 7.2 Qualifying courses, college or specialized training programs, or research projects are to be pursued during off-duty time and must be approved in advance as appropriate by the Chief of Police and the Human Resources Department. The following shall not be considered qualifying education or training under the Police Professionalization Program.
- 7.2.1 Routine exercises to maintain proficiency with firearms or other similar police skills.
- 7.2.2 The hours spent attending Police Department mandatory training programs for which there is compensation.
- 7.2.3 The hours spent performing homework assignments or other preparatory work in connection with an academic or special course of instruction.
- 7.2.4 The hours spent preparing and presenting speeches as a representative of the Police Department.
- 7.3 Police managers are encouraged to complete the requirement for advanced college degrees. The approved fields of specialty for such degrees is to be broadly interpreted to provide for the professional growth of the police manager; however, courses which are not creditable toward a degree program or such programs that are pursued for a vocational interest, rather than professional growth, may not satisfy the requirement for salary incentives under the Police Management Professionalization Program.
- 7.4 The Police Department shall provide job-related specialized training periodically through the year and make such training available during off-duty hours.
- 7.5 The appropriate Police Management Professionalization Program salary incentives shall be added to each paycheck while the Police Manager is qualified under this program. The effective date of any increase in level of participation shall be at the beginning of a pay period following attainment of the appropriate P.O.S.T certificate or advanced college degree. Percentages applied for completion of training shall be effective at the beginning of the first full pay period in the program year for training completed during the previous program year.
- 7.5.1 Salary incentives for participation in the Police Management Professionalization Program shall be payable only while the Police Manager is actively employed with the City. The incentive salary shall be in addition to base pay. The incentive salary shall not be payable during the term of a disciplinary suspension, disability retirement, long-term disability, or when on leave of absence without pay. The incentive salary under this program shall automatically cease on the date of separation from the Police Department.
- 7.5.2 In the event a Police Manager entitled to a salary incentive under the Police Management Professionalization Program leaves the employ of the City for any reason, the Police Manager shall receive the proportionate amount of incentive (less any non-qualifying time as specified in Section 7.5.1 above) at the time the final wage is being processed.

## **8. RESPONSIBILITIES**

- 8.1 The Chief of Police shall be responsible for administration of this policy.

8.1.1 The Chief of Police shall initiate a "Notice of Personnel Action" form to add, change, suspend, or remove the salary incentives as provided by the Police Management Professionalization Program.

8.2 The Finance Director shall add the appropriate salary incentive to each paycheck for each police manager entitled to a salary incentive provided by in accordance with this Policy Statement upon receipt of the approved "Notice of Personnel Action" form as indicated in Section 8.1.1 above.

8.2.1 The Finance Director shall use the appropriate salary steps contained in the City's salary schedule to calculate the percentage incentive payment, which is subject to retirement and other benefits.

8.3 The Human Resources Department may periodically audit and make recommendations to the Chief of Police and/or the City Manager regarding the status and administration of this policy.

**POLICE MANAGEMENT PROFESSIONALIZATION PROGRAM**

**PAY RATES: EFFECTIVE 07/07/14**

**Police Lieutenant**

2.5% Training Pay

7.5% Masters' Degree

10% Masters' Degree + 2.5% Educational Incentive

**Police Captain**

2.5% Training pay

5% Masters Degree

7.5% Masters Degree + Training Pay

**BEFORE THE CITY COUNCIL OF THE CITY OF CONCORD  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

**A Resolution Approving a Successor Memorandum of  
Understanding between the City of Concord and the  
Concord Police Managers' Representation Unit for  
the Period of July 1, 2015 through June 30, 2019**

**Resolution No. 16-4735.10**

**WHEREAS**, the Memorandum of Understanding between the City of Concord and the Concord Police Managers' Representation Unit expired on June 30, 2015; and

**WHEREAS**, City representatives and the duly appointed representatives of the Concord Police Managers' Representation Unit have met and conferred in accordance with Section 3500 et seq. of the California Government Code; and

**WHEREAS**, the membership of the Concord Police Managers' Representation Unit ratified the attached agreement on July 27, 2016; and

**WHEREAS**, the City Manager and City staff recommend the terms and conditions of the Memorandum of Understanding to be approved by the City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD DOES  
RESOLVE AS FOLLOWS:**

**Section 1.** Approves the Memorandum of Understanding between the City of Concord and the Concord Police Managers' Representation Unit to include the attached agreement.

**Section 2.** Directs staff to prepare a written successor Memorandum of Understanding between the City of Concord and the Concord Police Managers' Representation Unit incorporating the agreed-upon changes and such further technical and clarifying changes as may be approved by the Concord Police Managers' Representation Unit representatives and the City Manager.

**Section 3.** Authorizes the City Manager to execute a successor Memorandum of Understanding on behalf of the City.

**Section 4.** This resolution shall become effective immediately upon its passage and adoption.

//

//

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PASSED AND ADOPTED** by the City Council of the City of Concord on August 2, 2016, by the following vote:

- AYES:** Councilmembers -
- NOES:** Councilmembers -
- ABSTAIN:** Councilmembers -
- ABSENT:** Councilmembers -

**I HEREBY CERTIFY** that the foregoing Resolution No. 16-4735.10 was duly and regularly adopted at a special meeting of the City Council of the City of Concord on August 2, 2016.

\_\_\_\_\_  
Joelle Fockler, MMC  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Susanne Meyer Brown  
City Attorney