



Staff Report

Date: August 2, 2016

To: City Council

From: Valerie J. Barone, City Manager

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Subject: **Considering adoption of Resolution No. 16-4735.11 approving the terms and conditions of employment for employees in the Concord Police Association 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 Association (CPA) expired on June 30, 2015. The City and CPA 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 CPA membership ratified the tentative agreement on July 27, 2016. Consequently, the City Council is being asked to approve the terms for the Memorandum of Understanding. The proposed terms will cost \$8.0 million over the course of four fiscal years (2015 – 2019) and a budget appropriation of \$1.2 million is requested to cover the costs of the initial implementation. Funds will be available from FY 2015-16 budget residual that will be carried over to FY 2016-17. 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 27, 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 Association for the

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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 Association bargaining unit have not received a salary adjustment since July 2014, at which time a 5.5% increase was applied. No other wage increases or cost of living adjustments have been provided since that time. Recruitment efforts have been impacted as the City's pay ranges for police officers have remained stagnant while other organizations have provided cost of living increases and adjusted salary ranges accordingly. In addition, in recognition of the increasing cost and future liability created by the Retirement Medical program, the parties agreed to comprehensive reform of the program that results in significant cost containment 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 Association:

COMPENSATION & TERM

- Term of contract: Four (4) years (July 1, 2015 – June 30, 2016)
- Compensation Adjustment:
 - Effective the pay period in which Resolution No. 16-4735.11 is adopted, all employees will receive a salary adjustment of 4% for Year 1 of the Agreement and 4.5% (not compounded with Year 1) for Year 2 of the agreement.
 - 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.
 - For the retention of highly qualified and experienced police officers and sergeants, an additional level of pay range will be established (Step 6). To be eligible for pay grade 6, police officers and sergeants must be at pay grade 5, possess an Advanced P.O.S.T. certification (meeting all the additional training requirements associated with earning and maintaining Advanced P.O.S.T. certification), as well as possessing a minimum of 18 years of experience in a sworn classification, of which at least 9 of those

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years must be within a sworn position within the City of Concord Police Department.

BENEFIT ADJUSTMENTS:

- Within the pay period Resolution No. 16-4735.11 is adopted, employees shall receive a one-time lump sum payment of \$3,000.
- 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.

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- For any City of Concord CPA 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 dated prior to August 2, 2016 and 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. This includes any prospective employee participating in the Police Academy training session #181 who may be subsequently hired directly by the City as an Entry Level Police Officer upon successful completion of such Police Academy training.

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 Association).

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 for 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 \$8.0 million over fiscal years 2015-16, 2016-17, 2017-18, and 2018-19. This Concord Police Association agreement, along with the Police Managers' Represented Unit, 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).

A budget appropriation for FY 2016-17 in the amount of \$1.2 million is necessary to cover a portion of the costs of the initial implementation of the contract. The delayed implementation was anticipated and funds are available from budget residual that will be carried over from FY 2015-16. 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 Association.

Attachments

1. Tentative Agreement dated July 27, 2016 between the City of Concord and the Concord Police Association
2. Resolution No. 16-4735.11



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

July 27, 2016

1. Wages - MOU Section: Article 7 (PAY)

(Attachment 1)

- a. 8.5% increase to all salary ranges, implemented during the pay period of Council adoption of the MOU
- b. \$3,000 lump sum payment to all bargaining unit employees who are employed as of the date of Council adoption, will be paid during the pay period of Council adoption of the MOU
- 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: Article 18 (BENEFIT 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 the Agreement will be limited to PEMHCA minimum upon retirement (Service Retirement or Industrial Disability Retirement)

3. Add new Step 6, with Years of Service and Advanced POST Requirements – MOU Section, Article 7 (PAY)

(Attachment 3)

- a. Effective and implemented during the pay period of Council adoption of the MOU, add an additional step (Step 6) to the Police Officer and Police Sergeant classification pay ranges that provides a 5% base wage increase.
- b. To be eligible for this new 6th Step, a Police Officer or Police Sergeant must meet the following criteria:
 - Possess an Advanced POST Certificate
 - Have served in a sworn law enforcement position for 18 years
 - Have worked for the City of Concord in any sworn law enforcement position for a minimum of 9 years
 - Currently be receiving Step 5 at the date of implementation
- c. Sergeants that are not at Step 5 are eligible to advance to the next step in the classification pay range (a 5% increase) when they meet the following criteria:
 - Possess an Advanced POST Certificate
 - Have served in a sworn law enforcement position for 18 years
 - Have worked for the City of Concord in any sworn law enforcement position for a minimum of 9 years

Thereafter, progression through the classification pay range will be based on the existing anniversary date.

4. Uniforms – MOU Section: Article 19 (UNIFORMS)

(Attachment 4)

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

5. Electronic Mail - MOU Section: Article 3 (EMPLOYEE REPRESENTATION)

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

- a. 3.4 Electronic Mail. "Association representatives may utilize the City's electronic mail system solely to provide POA 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."

6. Grievance Procedure - MOU Section: Article 16 (GRIEVANCE PROCEDURE)

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

- a. 16.3 Class Actions & Association Grievances. Revised to identify representation by the Association in place of the Union. Amended to include: "The Association will have the sole discretion to advance any Class Action Grievance to the Fourth Step."

7. Vacation Usage – MOU Section: Article 11 (VACATIONS)

(TA: Attachment 7; signed on 6/30/15)

- a. 11.7.2 "All scheduling of vacations is to be approved by the Chief of Police (or such person's designated representative) and shall be based on the employee's Department seniority for the police officer classification, or total time in classification for police sergeant, giving due consideration to the wishes of the employee and the work requirements of the City."

8. Hours of Work – MOU Section: Article 6 (HOURS OF WORK)

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

- a. "6.6 Shift Schedule. Shift sign up shall occur every eight (8) months. Shift rotations shall occur every four months."

9. Vacations (Cash-out) – MOU Section: Article 11 (VACATIONS)

(TA: Attachment 9; 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

10. Vacations (Annual Accrual Max) – MOU Section: Article 11 (VACATIONS)

(TA: Attachment 10; signed on 6/1/16)

- a. 11.5. Amended to read: "The maximum vacation balance available for an employee at one time shall be double the amount of the employee's vacation accrual for the current anniversary year. However, upon approval of the Chief of

Police, up to 20 additional days of vacation may be accumulated for a period not to exceed one anniversary year.”

11. Holidays – MOU Section: Article 10

(TA: Attachment 11; signed on 5/22/15)

- a. 10.2. “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.”
- b. 10.3. Amended reference to Section 10.4 to 10.5.

12. Compensatory Time – MOU Section: Article 9 (PAY PREMIUM)

(TA: Attachment 12; signed on 5/24/16)

- a. 9.2 Compensatory Time amended to reflect that any employee may request payment of up to eighty (80) hours of compensatory time (per the provisions addressed in 9.2.1, 9.2.2 and 9.2.3)
- b. 9.2.1 amended to reflect that the officer may elect to receive cash for up to eighty (80) hours’ worth of compensatory time accrued in each cash out period.
- c. 9.2.3 eliminated
- d. 9.2.4 renumbered to 9.2.3



City of Concord and POA – Police Officers Representation Union – Contract Negotiations

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

City Proposal 23 – Revised to change pay increase to become effective and implemented during the pay period of Council adoption of the MOU

MOU Section: ARTICLE 7 – PAY

Language:

7.1 Pay ranges have been established for the Police Officer and Sergeant classifications. Each pay range has five steps enumerated “A1,” “B2,” “C3,” “D4,” and “E5.” The pay range and salary steps establish the basic compensation for each class. The pay ranges and steps effective _____ are attached hereto as Attachment “A.”

7.2 Changes to the Pay Ranges

7.2.1 Effective ~~and implemented during the pay period of Council adoption of the MOU, the first full pay period following Council approval of the MOU~~ base wages for all bargaining unit classifications will be increased by 4% and 4.5% (not compounded) reflecting a 2.5% base wage increase for 2015-16 plus a 3% base wage increase for 2016-17, plus an additional 3% base wage increase contingent upon an agreement by the union to the City’s Proposal #6 Health Benefits dated July 11, 2016, 2.5%. Further contingent upon the union’s agreement with the City’s Proposal #6 Health Benefits, a one-time lump sum payment of \$3,000 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 during the pay period of Council adoption of the MOU.

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

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

~~7.2.2 — Effective the first full pay period in July, 2016, base wages for all bargaining unit classifications will be increased by 3%.~~

~~7.2.2.1 — Contingent on agreement by the union to the City Proposal 6 Health Benefits dated December 23, 2015, the City is willing to provide (1) an additional 1.5 % increase in wages for each year of the MOU as described above, and (2) a one time lump sum payment of \$2,000 to all bargaining unit employees who are employed as of the date of Council adoption.~~

~~7.2.43 Compensation Surveys. When compensation surveys are done, the parties agree that the following jurisdictions shall be used as comparative agencies. The comparative jurisdictions shall be:~~

Alameda	Berkeley	Fremont
Hayward	Livermore	Pleasanton
Richmond	San Leandro	Vallejo
Walnut Creek	Antioch	Fairfield
Newark	Union City	Concord

7.3 Step Assignments and Advances within the Pay Ranges

Employees will receive step rate adjustments according to the following schedule:

7.3.1 Advancement from Step ~~A-1~~ to Step ~~B-2~~ will occur after 13 bi-weekly pay periods following the date of hire; as adjusted to the beginning date of the closest pay period at that time.

7.3.2 If employed at other than Step ~~A-1~~ in the salary range for the class, then advancement to the next salary step will take place 26 bi-weekly pay periods following the date of hire, with the adjustment to the beginning of the closes pay period at that time.

7.3.3 no change

7.3.4 no change

7.6 Overpayment – Grace Period

7.6.1 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 ~~fifteen~~^{thirty} (~~15~~³⁰) days in which to submit in writing ~~to Payroll~~ 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~~^{no more than the number of pay periods in which the overpayment occurred and with payments that are no less than \$200 per pay period, 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~~^{\$500.00} or less.

City: _____

Union: _____



City of Concord and POA – Police Officers Representation Union – Contract Negotiations

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

City Proposal 6 – Revised

MOU Section: ARTICLE 18 – BENEFIT PLANS

Language:

18.1 Group Medical Coverage

18.1.1 Active Employees

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

18.1.1.42 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 (Employee Only, Employee plus 1, and Employee plus 2 or more):

Employee only	\$671.82
Employee + One Dependent	\$1,343.65
Employee + Two or more Dependents	\$1,746.74

18.1.1.53 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. equally (50/50) any future increases (or decreases) in the Kaiser premiums.

The City contribution towards medical premiums shall be calculated as follows: 2016 Kaiser premium + ((current Kaiser premium – 2016 Kaiser premium)*(.75)/2)

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.

18.1.2 Flexible Spending Account (IRC Section 125):

18.1.2.1 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.

18.1.2.2 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.

18.1.2.3 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 18.1.1.3. For 2016, the PEMHCA minimum is \$125.

[EXAMPLE: If the PEMHCA minimum contribution is \$125, and the City's share of premium for Employee Only is \$671.82, then the City will make a direct PEMHCA payment of \$125 and contribute make available \$546.82 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.

18.1.2.4 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 1st of the following year.

- 18.1.2.5 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

18.1.3 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 chart below, determined by the level of coverage selected (Single Party, Two-Party, and Family) and plan type:

Vesting Schedule:

- 0 – 9 years of City of Concord service – PEHMCA 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.

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 December 31, 2015 prior to the effective date of this agreement and who work for the City of Concord for continuously for five (5) or more years, who retire directly from the City, in accordance with CalPERS and PEMHCA requirements, the City shall reimburse the retirees up to the following amounts determined by the level of coverage selected and plan type: 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 following amounts determined by the level of coverage selected:

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.

18.1.3.1 Employees hired on or after the effective date of this agreement and employees hired before the effective date but who work fewer than ~~ten (10)~~five (5) 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 18.1.3. 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 18.1.3. Further, those participating in the Police Academy training session #181(only) who are subsequently hired directly by the City as Entry Level Police Officers will likewise be treated as an employee on the effective date for purposes of section 18.1.3.

18.1.4 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 18.1.3.

Single Party Only	\$671.82
Two Party	\$1,343.65
Family	\$1,746.74

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

18.1.3.1 For employees hired on or after January 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.

18.1.45 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.

18.1 Group Medical Coverage

18.1.1 Active Employees and Employees Retiring after August 1, 1998. The City shall provide medical group coverage through the California Public Employees Retirement System ("CALPERS") Health Plan to all active employees and those employees who retired after August 1, 1998, and will pay up to the applicable premium rate for the Kaiser Plan offered through CalPERS for the term of this MOU. Such Kaiser rate will be the maximum the City will pay on behalf of the employee for other health plans offered through CalPERS, and for sick leave conversion for those on Long Term Disability (LTD) after July 5, 1993. Retired unit members and covered dependents who are age 65 or older are limited to City's cost of the Kaiser rates for Supplement Medical Premium. The parties agree that entry into "PERS Health Program" is equivalent to 1% of salary and related costs to fund on an annual basis, commencing July 1, 1998 forward until otherwise modified.

Effective July 2007, the Kaiser rates for active employees are as follows:

Employee only _____ \$431.17

~~Employee + One Dependent ————— \$862.34~~
~~Employee + Two or more Dependents — \$1,121.04~~

~~The parties agree that the City shall comply with any PERS mandate to provide health benefits to domestic partners.~~

~~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 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 deducting from the employee payroll checks on a monthly basis for the following 12 months, or until the effective date of the new rates in no case will be 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 two, three and four of this agreement, the maximum increase will be five dollars per calendar year. By way of example, the maximum amount permitted to be assessed against the employee will be as follows: year one — \$20; year two — \$25; year three — \$30; and, year four — \$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.~~

~~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 1st of the following year.~~

- ~~18.1.256~~ No change
- ~~18.1.367~~ No Change
- ~~18.1.478~~ No Change

18.2 Dental

~~18.2.1 Update rates.~~

18.3 Life Insurance

~~18.3.1 Group Term 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, not to exceed \$400,000, during the term of this MOU.~~

18.4 Long Term Disability

The City will maintain the current 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 Board for consideration.~~

18.75 Retirement

18.7.1 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.

18.7.2 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.

18.7.3 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.

18.7.4 As required by PEPRRA 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. In addition, in compliance with PEPRRA, effective the first full pay period following July 1, 2014, new members shall pay the full amount required under PEPRRA. Specifically, those employees will pay 50% of the normal cost for their pension benefits.

18.7.45 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 (12) consecutive months during the employee's membership in the PERS Retirement Program, for "Classic" employees only. 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.

~~18.7.3 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.~~

~~18.7.5 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 reopener provision is strictly limited to these two specific issues.~~

City: _____

Association: _____



City of Concord and Police Association – Contract Negotiations

July 27, 2016

City Proposal – Add new Step 6, with years of service and Advanced POST requirements

MOU Section: Wages - MOU Section: Article 7 (Pay)

Language:

Changes to Pay Ranges

- A. Effective and implemented during the pay period of Council adoption of the MOU, add an additional step (Step 6) to the Police Officer and Police Sergeant classification pay ranges that provides a 5% base wage increase.
- B. To be eligible for this new 6th Step, a Police Officer or Police Sergeant must meet the following criteria:
 - Possess an Advanced POST Certificate
 - Have served in a sworn law enforcement position for 18 years
 - Have worked for the City of Concord in any sworn law enforcement position for a minimum of 9 years
 - Currently be receiving Step 5 at the date of implementation
- C. Sergeants that are not at Step 5 are eligible to advance to the next step in the classification pay range (a 5% increase) when they meet the following criteria:
 - Possess an Advanced POST Certificate
 - Have served in a sworn law enforcement position for 18 years
 - Have worked for the City of Concord in any sworn law enforcement position for a minimum of 9 years

Thereafter, progression through the classification pay range will be based on the existing anniversary date.

City: _____

Union: _____



City of Concord and POA – Police Officers Representation Union – Contract Negotiations

City Proposal 7

MOU Section: ARTICLE 19 – UNIFORMS

Language:

19.2 Uniform Allowance:

19.2.1 A uniform allowance will be made ~~in two (2) equal payments~~ the first full pay period in July, the first pay period in November and the first pay period in June. The uniform allowance shall be one thousand four hundred dollars (\$1,400000.00) annually ~~and that amount shall increase by fifty dollars (\$50) on each subsequent first pay period in July during the term of this Agreement.~~

City: _____

Union: _____



City of Concord and POA – Contract Negotiations

June 5, 2015

Union Proposal 2: City Counter Proposal 1

MOU Section: Article 3 – EMPLOYEE REPRESENTATION

Language:

New:

3.4 Electronic Mail

Association representatives may utilize the City's electronic mail system solely to provide POA 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:

[Handwritten Signature] 5/24/16

Association:

[Handwritten Signature] 5/24/16



City of Concord and POA – Contract Negotiations

June 18, 2015

Union Proposals 3: City Counter Proposal 1

MOU Section: Article 16 – GRIEVANCE PROCEDURE

Language:

16.3 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 ~~Union~~ 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.

City:

Don Julio 5/24/16

Association:

[Signature] TA 5/24/16

CONCORD POLICE ASSOCIATION
MOU NEGOTIATIONS 2015

PA Counter Proposal #4A

Tendered to the City

[Handwritten signature]

Issue: Vacation Usage

PA Related Proposals: _____

City Related Proposals: _____

Tentative Agreement: _____

DATA
6/30/15

[Handwritten signature]
[Handwritten signature]

PROPOSAL:

Vacation Usage

11.7.2 All scheduling of vacations is to be approved by the Chief of Police (or such person's designated representative) ~~employee's immediate supervisor~~ and shall be based on the employee's Department seniority for the police officer classification, or total time in classification for police sergeant, giving due consideration to the wishes of the employee and the work requirements of the City.



City of Concord and POA – Contract Negotiations

~~June 18, 2015~~ May 31, 2016

Union Proposals 5: City Counter Proposal 2

MOU Section: Article 6 – HOURS OF WORK

Language:

6.6 Shift Schedule

Shift sign-up shall occur every eight (8) months, ~~for~~ Shift rotations that shall occur every four months.

City:

Don Jones 6/1/16

Association:

[Signature] 6/1/16 (TA)



City of Concord and POA – Contract Negotiations

~~June 18, 2015~~ May 31, 2016

Union Proposals 11: City Counter Proposal 1

MOU Section: Article 11 – VACATIONS

Language:

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 an approval of the Personnel Board. Such payments shall be made in a separate check and shall not be included in the employee's regular paycheck.

~~11.9.1~~ 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 (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.

80
eighty
(80)

City: Don Julez, 6/11/16
Association: [Signature] 6/11/16



City of Concord and POA – Police Officers Representation Union – Contract Negotiations

City Proposal 5

MOU Section: ARTICLE 11 – VACATIONS

Language:

...

11.5 The maximum vacation balance available for an employee at any one time shall be double the amount of the employee's vacation accrual for the ~~previous-current~~ anniversary year ~~plus the amount of the vacation accrual for the current anniversary year~~. However, upon approval of the Chief of Police, up to 20 additional days of vacation may be accumulated for a period not to exceed one anniversary year.

City: Tom Jurek 6/1/16
Union: M 6/1/16 (A)



City of Concord and POA – Police Officers Representation Union – Contract Negotiations

City Proposal 4

MOU Section: ARTICLE 10 – HOLIDAYS

Language:

...

10.2 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.

10.3 Employees in pay status on the day the holiday is observed (except as described in Section 10.4 5 below) shall receive a holiday allowance equal to the straight time daily equivalent of ten (10) hours pay.

City: Don Jule 5/22/15
Union: [Signature]



TENSENARD
BY CITY
6/30/15
@ 11:37

City of Concord and POA – Police Officers Representation Union – Contract Negotiations

June 30, 2015

City Proposal 3- Revised

MOU Section: ARTICLE 9 – PAY PREMIUM

Language:

9.2 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-eighty (6080) hours of compensatory time accrued in accordance with the following provisions:

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

9.2.2 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.

~~9.2.3 Payment for compensatory time shall be paid by separate warrant.~~

9.2.43 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.

9.8 Canine Duty

Canine Duty shall be considered a specialty for purposes of police officer specialty pay assignments; provided, however, that the pay provisions for canine duty shall be regulated only by the following:

9.8.1 The parties estimate that the time canine officers spend in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of their canines, on a monthly basis, is 20 hours. The parties further agree that any time spent in excess of such time is not reasonably necessary and is accordingly no authorized. The parties stipulate that the pay rate for the performance of such work

shall be ~~\$20.86316.969~~ per hour. Accordingly, the full compensation due officers for the performance of their canine responsibilities, on a monthly basis is ~~\$339.39417.26~~ per month. Canine duty pay shall be included in base pay for overtime calculation purposes.

9.8.2 Canine pay shall be increased by a percentage reflecting any across-the-board percentage increase in salary.

9.10.4 Specialty Assignments

...

9.10.4.6 Patrol Backup CSI will be considered a successfully completed specialty assignment when the officer has served as a Backup CSI in a qualifying position on a qualifying shift for a period of three years (need not be continuous). A qualifying position on a qualifying shift will include the first Backup CSI to select each Overlap and Graveyard shift; the second Backup CSI to select each Graveyard shift if both Graveyard and Overlap shifts have at least one Backup CSI; and the second Backup CSI to select each Overlap shift if both Graveyard shifts have two Backup CSI's.

9.10.4.7 If the Backup CSI program is eliminated, any Officer having completed the equivalent of one year's service as a Backup CSI, in a qualifying position on a qualifying shift, will receive credit for successfully completing a specialty assignment.

City:

Union:

Tom Julo 5/24/16
K (TA) 5/24/16

**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 Association for the Period of July 1,
2015 through June 30, 2019**

Resolution No. 16-4735.11

WHEREAS, the Memorandum of Understanding between the City of Concord and the Concord Police Association expired on June 30, 2015; and

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

WHEREAS, the membership of the Concord Police Association 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 Association 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 Association incorporating the agreed-upon changes and such further technical and clarifying changes as may be approved by the Concord Police Association 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.

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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. 16-4735.11 was duly and regularly adopted at a regular 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