



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF CONCORD

and

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
(OPEIU) LOCAL 29



July 1, 2010 – June 30, 2012

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MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF CONCORD

and

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
(OPEIU) LOCAL 29

This Memorandum of Understanding (MOU) made and entered into effective the first day of July, 2010, by and between the City of Concord (hereafter referred to as “City” or “Employer”) and the Office and Professional Employees International Union (OPEIU) Local 29 (hereafter referred to as “Local 29”, or “Unit” as appropriate).

1. RECOGNITION

The City recognizes the OPEIU Local 29 (“Local 29” or “Union”) formerly known as the Concord Associated Professional Employees or “CAPE” as the Certified Employee Organization for the Professional Representation Unit.

This MOU entered into between the Union and the City represents the result of meeting and conferring in good faith in accordance with Section 3505 of the California Government Code.

The adjustments to wages, hours and conditions of employment that are set forth in this MOU have been discussed in good faith between the parties hereto. The representatives of the Professional Employees, acting on behalf of all its members and all employees of the Professional Representation Unit, agree to acceptance of all 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.

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

As used in this MOU, the term "Employee(s)" refers to full time competitive service members of the Unit. The Professional Representation Unit is comprised of employees in the classifications set forth in Exhibit A hereto.

1.1 Representation by Employees

For purposes of meeting and conferring in good faith regarding wages, hours, and working conditions with the Professional Employees, the City, upon 24-hour notice, will provide time off with pay to no more than three 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.

1.2 Establishment of Classification

When the City establishes a new classification, the City shall notify Local 29 of its intention to establish the new classification and the unit placement of the classification. Notice under this provision will be accomplished by e-mailing Local 29 a copy of or link to the agenda packet for the meeting at which the City Council is scheduled to establish of the new classification.

OPEIU may request that the Human Resources Director meet to discuss the unit placement of the new classification. Such request shall be in writing and must be made prior to the Council meeting at which the unit placement is to be determined. Except as provided in the City's Classification Plan, the decision of the Human Resources Director shall be final.

1.3 Union Security

1.3.1 *Purpose*

The parties mutually understand and agree that under the Meyers-Milias-Brown Act (Government Code section 3500 et seq.), all employees represented by Local 29, have the right to join or not join the Union. However, the enactment of a local "Agency Shop" requires that all regular full-time non-probationary unit employees who on the effective date of this MOU are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall (as a condition of employment) pay a representation service fee that represents each such employee's proportionate share of the Union's cost of meeting and conferring and administering the MOU beginning ninety (90) days after the MOU is ratified and adopted by the Union and the City, or after an employee attains such status, or after the Union has provided the employee(s) and the City with the legally requisite expenditure information (paragraph 1.3.3 below), whichever is latest. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by unit employees.

1.3.2 *Association Dues / Service Fees*

(a) Agency Shop as used in this Article means an organizational security arrangement as defined in Government Code Section 3502.5 and applicable law.

(b) The Human Resources Department shall provide all unit employees hired after the execution of the Agency Shop Side Letter on February 25, 2010, with an authorization notice advising them that Agency Shop for the Union has been enacted pursuant to state law and an agreement exists with the Union, and that all employees subject to the Agreement must either join the Union, pay a service fee to the Union, or provide proof of membership in a religious organization which holds historic opposition to membership in a labor organization. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Union dues, a service fee or a charitable contribution equal to the service fee. Said employees shall have thirty (30) calendar days from the date they receive the form to fully execute it and return it to the City's Human Resources Department.

(c) If the form is not completed properly or returned within thirty (30) calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such employee. The effective date of Union dues, service fee, or charitable contribution shall begin no later than the beginning of the first pay period commencing 30 calendar days after receipt of the authorization form by the employee.

(d) The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Union dues and service fees.

(e) The provisions of Section 1.3.3 (b) and (c) above shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

1.3.3 *Religious Exemption*

Any employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to financially support the Union. Such employee, in lieu of a representation service fee, shall instruct the City in writing, with a copy to the Union, to deduct and pay a sum equal to the representation service fee to a non-religious, non-labor charitable organization selected by such employee, or in the absence of such selection, as agreed upon by the Union and the City.

1.3.4 *Employees' Rights of Objection*

(a) A unit employee who is subject to the payment of a representation service fee hereunder shall have the right to object to any part of that fee payable by him or her which is claimed to represent the employee's additional pro rata share of expenditures by the Union that is in aid of activities or causes of a partisan political or ideological nature, or that is applied towards the cost of benefits available only to members of the Union, or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident to meeting and conferring or administering the MOU, or that reflects expenditures that the courts have determined to be non-chargeable.

(b) Prior to a unit employee having any obligation to pay a representation service fee hereunder, the Union must have given sufficient financial information to such unit employees to allow them to gauge the propriety of the Union's representation service fee. This information must be updated by the Union and provided to unit employees and the City at least annually. The financial information must be itemized and adequately describe all categories of expenses, and the information must be verified as complete and accurate by a qualified independent auditor. The information must cover local expenditures as well as uses made by county, state, national and international organizations with which the local Union is directly or indirectly affiliated and to whom the local Union transmits a portion of its dues and/or representation service fee funds.

(c) The Union shall make available, at its expense, an expeditious administrative appeals procedure to unit members who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by the Union and the objecting provider(s). A copy of such procedure shall be made available upon request by the Union to non-Union member unit employees and the City.

1.3.5 *Rescission*

The representation service fee arrangement provided by this Section may be rescinded by majority vote of all unit employees determined in a secret ballot election in which all unit employees are eligible to vote provided that (a) a request for such vote is supported by a petition containing the signatures of at least thirty (30) percent of the employees in the unit, and (b) the vote may be taken during any one contract year. The sufficiency of petitions shall be determined, and the election conducted by the State Mediation and Conciliation Service or any other entity or individual(s) agreed to by the Union and the City.

1.3.6 *Indemnification*

The Union agrees to hold harmless, indemnify and defend the City and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the City under this Section.

2. SCOPE OF AGREEMENT

This MOU applies to all classifications assigned to Local 29 by the Personnel Board pursuant to Policy and Procedure No. 23, Section 4.

3. EMPLOYEE RIGHTS

3.1 The Parties hereby incorporate by reference Policy and Procedure No. 23, Section 3, in effect on the date of this MOU. Changes to any Policy and Procedure referenced in this MOU will become effective only after satisfying the City's meet and confer obligations.

3.2 Dues Deduction

Dues deduction authorizations recognized by the City will be limited to Certified Employee Organizations and to be on a form provided by the Finance Director.

4. HOURS OF WORK

4.1 Breaks

There shall be provided 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.

4.2 Clean-up

There shall be provided, if necessary, five minutes cleanup time prior to the meal period and also at the end of the employee's workday.

4.3 Meals

All City vehicles involved in field crew operations will not leave the field job site during the meal period and employees are not to be provided travel time to return to yard or other locations for meals. The City will provide waterless soap and towels for those at work in the field.

5. PAY

5.1 Step Increases

The Parties hereby incorporate by reference Policy and Procedure No. 37, Section 5.3, in effect on the date of this MOU. Changes to Policy and Procedure No. 37, Section 5.3 will become effective only after satisfying the City's meet and confer obligations.

5.2 Pay for Higher Class Work

The Parties hereby incorporate by reference Policy and Procedure No. 46, in effect on the date of this MOU. Changes to Policy and Procedure No. 46 will become effective only after satisfying the City's meet and confer obligations.

5.3 Pay Administration Tables

5.3.1 Pay Table Professional Unit -- Table of Pay Grades and Monthly Salary/Hourly Rate Ranges as of July 8, 2002, pay assignment of the Professional Unit classes (Attachment A).

5.3.2 Any class that is placed in a salary rate higher than its assigned pay grade shall carry the class's assigned pay grade designation as recommended by that study, coded by the letter "M" indicating a special rate authorized due to competitive rates found in the market place, or for whatever reason agreed upon as a result of the meet and confer process.

5.4 Registration Differential

The registration differential for Junior Civil Engineers and for Assistant Civil Engineers who have received registration from the Board of Registration for Professional Engineers of the California Department of Consumer Affairs shall be non-cumulative 5% of each step within the pay range. The amount of this

registration differential shall be included in base pay and subject to related fringe benefits.

5.5 Bilingual Pay

The City will pay a \$120 per month bilingual premium to City-designated employees who have been certified as fluent in a language that meets the City's operational needs.

5.6 Salary Changes

5.6.1 There shall be no changes to salary in Fiscal Year 2010-11.

5.6.2 Effective the first pay period in July 2011, the top of the salary range for each represented classification shall be increased by three percent (3%).

5.7. Merit System

Each classification will have a salary range but will not have steps.

Effective July 1, 2011, the City shall establish a Merit Salary Adjustment Program (MSA) to award salary increases to bargaining unit employees on the basis of merit and performance. Generally, an MSA is an increase (0 to 5 percent) in the salary of an employee who is not paid at the top of his or her salary range and has met the standards of efficiency required of the position. MSA's are subject to budget availability as determined by the City Manager and will be awarded following twelve months of qualifying service.

The City will provide written evaluation criteria and procedures for evaluating bargaining unit employees for Merit Salary Adjustments and will meet with Local 29 representatives to discuss the terms of the Program.

5.8 Furlough

The City shall have the right to implement up to 104 hours of furlough in each fiscal year. This shall be accomplished by a mandatory wage reduction of up to five percent (5%) and the creation of a bank of furlough hours which shall be used on City-identified furlough days.

To accomplish a five percent (5%) reduction in pay, bargaining unit members will have their salaries reduced 4.0 hours per pay period for the fiscal year. In consideration for the reduction of 4.0 hours per pay period, bargaining unit members will take furlough days off on the dates identified on the furlough schedule. The hours will be noted as a separate line item deduction on the employee's paycheck and will equal 4.0 times the hourly rate of pay in effect at the time of the deduction.

This deduction will not otherwise reduce the bargaining unit member's existing base salary amount for City benefit accrual purposes.

6. OVERTIME

- 6.1 The Parties hereby incorporate by reference Policy and Procedure No. 15, Overtime, in effect on the date of this MOU. All classifications covered by this MOU shall be assigned to Overtime Group A. Employees shall be granted either time off equivalent to one and one-half times the overtime hours worked, or cash compensation equivalent to one and one-half times their straight time rate of pay for the overtime hours worked. Employees entitled to overtime may accumulate up to a maximum of 160 hours compensatory time off with pay. The City shall balance accounts twice annually in April and October.
- 6.2 An employee may request up to forty (40) hours of Compensatory Time earned (Comp Time) to be paid in cash in accordance with the following provisions:
- 6.2.1 During the periods April 15 through April 30 and October 15 through October 30, the employee may elect to receive cash for up to forty (40) hours worth of Comp Time earned.
- 6.2.2 Payment of the cash in lieu of Comp Time off shall be made no later than the last payday occurring in the following month.
- 6.2.3 Payment of cash in lieu of time off shall not exceed the employee's Comp Time balance on hand at the time of the payment.

7. HOLIDAYS

The following shall be provided as holidays for purposes of wages and hours of work for eligible full time employees:

	<u>Observed</u>
New Years Day.....	January 1 st
Martin Luther King Jr. Day	Third Monday in January
Lincoln's Birthday.....	Second Monday in February
Washington's Birthday.....	Third Monday in February
Memorial Day.....	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day.....	November 11 th
Thanksgiving Day.....	As Proclaimed by the President
Day Following Thanksgiving	
Christmas Day	December 25 th

- 7.1 In addition, the City will credit each full-time employee's compensatory time bank with an additional three (3) hours of straight time leave in the first pay period in March.

8. VACATIONS

- 8.1 Except as provided immediately below, the Parties hereby incorporate by reference Policy and Procedure No. 109 in effect on the date of this MOU. Provided, however, that the maximum vacation balance available for an employee at any one time shall be the amount of the employee's vacation accrual for the previous anniversary year plus the amount of the vacation accrual for the current anniversary year. However, upon approval of the Department Head, up to 40 additional days of vacation may be accumulated for a period not to exceed one anniversary year. Changes to Policy and Procedure No. 109 will become effective only after satisfying the City's meet and confer obligations.
- 8.2 In Fiscal Year 2010-11, all bargaining unit employees will be granted an additional 41.6 hours of vacation.

In Fiscal Year 2011-12, all bargaining unit employees will be granted an additional 41.6 hours of vacation.
- 8.3 The additional vacation hours will be granted effective the first pay period in July 2010 and July 2011. However, if an employee terminates employment prior to the end of the fiscal year, the vacation hours will be prorated. For example, if an employee terminates employment on December 31, 2010, his or her vacation leave bank will be reduced by ½ of the 2010-11 additional vacation (20.8 hours).

9. REDUCTIONS IN FORCE/LOSS OF EMPLOYMENT STATUS

9.1 Layoff and Reemployment

The City will not lay off bargaining unit employees during the period from July 1, 2010 through December 31, 2010. In the event that the electorate passes a revenue measure placed on the November 2010 ballot by the Concord City Council, the City will not lay off bargaining unit employees during the period from January 1, 2011 through June 30, 2011.

The Parties hereby incorporate by reference Policy and Procedure No. 37, Section 15, in effect on the date of this MOU. Changes to Policy and Procedure No. 37, Section 15 will become effective only after satisfying the City's meet and confer obligations.

Layoffs shall proceed consistent with the terms of existing City policy. However, in the event layoffs are required, the City will provide up to thirty (30) calendar days' notice to affected bargaining unit employees. If the City determines it is appropriate to give less than thirty (30) calendar days' notice, it will pay the employee the difference between the notice period and the thirty calendar days. For example, if the City gives an employee ten (10) days notice of layoff, the City will pay the employee his or her normal pay for the period between the tenth and thirtieth day.

9.2 Loss of Employment Status

The Parties hereby incorporate by reference Policy and Procedure No. 37, Sections 9.337, 16.8, and 17 in effect on the date of this MOU. Changes to Policy and Procedure No. 37, Section 9.337, 16.8, and 17 will become effective only after satisfying the City's meet and confer obligations.

10. LEAVES OF ABSENCE

10.1 Sick Leave

The Parties hereby incorporate by reference Policy and Procedure No. 41, in effect on the date of this MOU, subject to the changes described below. Changes to Policy and Procedure No. 41, other than those to incorporate the exceptions below, will become effective only after satisfying the City's meet and confer obligations.

10.1.1 The accrual of sick leave for an eligible employee (an employee in the Competitive Service or those in Appointive Positions) shall be at the rate of 3.692 hours credited at the end of each full bi-weekly pay period during which such an employee receives 56 hours straight time pay. No sick leave 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.

10.1.2 Upon retirement, or termination when eligible for retirement, unused 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. 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.

10.1.3 For an eligible full-time employee, sick leave shall be available as it accrues at the end of each pay period following date of eligible employment.

10.1.4 In the event of the death of a parent-in-law, grandparents of employee or spouse, the employee's sick leave benefit may be used in the same manner as applies to the employee's "immediate family" under provisions of Policy & Procedure No. 41, titled "SICK LEAVE".

10.1.5 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 should be allowed to use any available sick leave, vacation, or compensatory time, and authorized leave of absence without pay during the period commencing with the 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.

10.1.6 Not more than one hundred and twenty (120) hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon the members of the employee's immediate family. Eighty (80) hours of sick leave per any calendar year may be used for bereavement leave.

10.2 Bereavement Leave

An employee will be entitled to a maximum of three days of bereavement leave per calendar year due to the death in the employee's immediate family, or the death of a parent-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of the employee or the employee's spouse.

10.3 Family Care Leave

The parties hereby incorporate by reference Policy and Procedure No. 77, in effect on the date of this MOU. Changes to Policy and Procedure No. 77 will become effective only after satisfying the City's meet and confer obligations.

10.4 Catastrophic Leave

The parties hereby incorporate by reference Administrative Directive No. 157, in effect on the date of this MOU. Changes to Administrative Directive No. 157 will become effective only after satisfying the City's meet and confer obligations.

11. JURY DUTY

The parties hereby incorporate by reference Policy and Procedure No. 47, in effect on the date of this MOU. Changes to Policy and Procedure No. 47 will become effective only after satisfying the City's meet and confer obligations.

12. NON DISCRIMINATION

The parties fully subscribe to the City's policy providing an environment free of unlawful discrimination in its work place, programs, and activities. An employee who engages in impermissible discrimination will be subject to appropriate remedial action, which may include discipline, up to and including termination, depending upon the nature and severity of the discriminatory act.

13. DISCIPLINE PROCEDURE

Discipline procedures will conform to current practices and applicable laws. The Parties hereby incorporate by reference Policy and Procedure No. 37, sections 13 and 14 in effect on the date of this MOU. Changes to Policy and Procedure No. 37, sections 13 and 14 will become effective only after satisfying the City's meet and confer obligations.

For purposes of grievances or appeal meetings, the City will provide time off with pay for no more than the aggrieved employee, plus one other employee during the employee's normal work hours. Meetings held outside the employee's normal work hours shall be on the employee's own time.

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 above for 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.

14. SAFETY AND HEALTH

14.1 Safety

The City will reimburse employees who are required to perform field work up to \$150 per year for safety boots complying with standards established by the Safety Committee.

Safety glasses will be provided by the City pursuant to Policy and Procedure No 106, which is incorporated herein by reference. Changes to Policy and Procedure No. 106 will become effective only after satisfying the City's meet and confer obligations.

14.2 Wellness Program

The City shall maintain a Wellness Program for all City of Concord employees. The City will provide program funding.

14.3 Drug and Alcohol Use and Testing

14.3.1 No employee shall use, purchase, sell, or transport any alcoholic beverages or illegal substances, or abuse the use of controlled substances during any portion of the paid duty time. Paid duty time includes all "coffee breaks", lunch breaks, whether paid or unpaid, and any overtime hours worked.

14.3.2 In addition to existing rules governing use of alcohol and drugs or being under the influence while on duty, drinking alcoholic beverages during unpaid lunch is also prohibited. *Note:* The Association's agreement to this provision was conditioned upon implementation of the same policy for mid-managers, executive managers, and members of the Local One bargaining unit. That condition has been fulfilled.

14.3.3 The parties agree that the issue of how prescription as well as over-the-counter drugs are used and regulated for employees is a matter of mutual importance and concern. Supervisors and employees have a common responsibility for maintaining safe working conditions. These common responsibilities include a need to be sensitive to the ways in which prescription and over-the-counter drugs may affect work performance and safety. Supervisors also have a responsibility for protecting confidentiality of medical information regarding employees.

14.3.4 An employee who violates these provisions, will be subject to disciplinary action.

15. BENEFIT PLANS

15.1 Medical

15.1.1 For the term of this MOU, the City will continue to provide medical group coverage through the CalPERS Health plan and for sick leave conversion for those on long term disability (LTD) after July 5, 1993.

15.1.2 Both parties recognize the significant costs of health care and agree to share in the risk of continuing health coverage premium increases on the following basis:

- 15.1.2.1 For the 2010 calendar year, the City shall pay-100% of the Kaiser premium at each level of coverage (employee only, employee plus one, or employee plus two or more).
- 15.1.2.2 Effective January 1, 2011, and each year thereafter, parties shall share equally in any increase or decrease in the Kaiser premium at each level of coverage. For example, if the Kaiser Family rate increases by \$100 in 2011, all bargaining unit employees participating at the Family level will pay \$50 and the City will pay 50% of the increase (\$50), for a total City contribution of \$1,434.66. If the Kaiser Family rate increases by an additional \$100 in 2012, the employee contribution will rise to \$100 and the City contribution will rise to \$1,484.66.
- 15.1.3 The City shall continue to pay that amount of premium determined by section 16.1.2 above for an employee and the employee's dependents when the employee 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.
- 15.1.4 Any employee who has health plan coverage as a result of being an eligible dependent of another City employee, who has health plan coverage as an eligible dependent of a person employed elsewhere, or who otherwise has such coverage, 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, the Kaiser employee rate be paid by the City to that employee. To participate in this program, the employee shall sign a waiver provided by the City of health plan coverage and provide proof of personal health plan coverage to the Human Resources department. If such proof is not provided by the end of the open enrollment period, the payment shall be stopped and the employee enrolled in a health plan effective January 1 of that year.
- 15.1.5 The City shall provide a salary reduction program which allows employees to make pre-tax contributions for health benefit pursuant to the provisions of Internal Revenue Code, sections 125 and 129.
- 15.1.6 *Health Care Coverage for Disabled Eligible Employees*

Health care coverage may be extended to disabled eligible employees subject to the following provisions:

15.1.6.1 Definitions

- 15.1.6.1.1 Eligible employee means a person currently employed full-time by the City of Concord in a competitive service position.
- 15.1.6.1.2 Dependent means the eligible employee's legal spouse and/or children eligible for coverage by one of the City's health care programs.
- 15.1.6.1.3 Extended health care coverage means continued eligibility to participate in and be covered by the City provided CalPERS health plan after commencement of Long Term Disability benefits.
- 15.1.6.1.4 Individual coverage means coverage under the City provided CalPERS health plan for the disabled eligible employee or the surviving spouse of a disabled eligible employee.
- 15.1.6.1.5 Residual Balance of Unused Sick Leave means all hours of unused sick leave in excess of 800 hours.

15.1.6.2 Eligibility

- 15.1.6.2.1 Extended health care coverage shall be limited to those eligible employees who, in the future, will become eligible and continue to be eligible to receive benefits under the City of Concord's long term disability program.
- 15.1.6.2.2 Participation in extended health care coverage program by a disabled eligible employee and the employee's dependent(s) shall be voluntary.
- 15.1.6.2.3 Extended health care conversion coverage will cease on the last day of the month for which long term disability benefits are payable. Continued enrollment in the CalPERS health plan will be available as a continuation benefit at the employee's expense under standard Leave of Absence provisions.

15.1.6.3 Scope of Extended Health Care Coverage

15.1.6.3.1 Extended health care coverage shall not include prescription drug programs that are independent of available health plans. Continuation of dental plan coverage is at the entire expense of the eligible employee and is not included under the sick leave conversion provisions of this section.

15.1.6.3.2 Participants in the extended health care coverage program shall, when eligible, apply for Medicare, parts A and B and/or other insurance programs under which there is an entitlement to benefits.

15.1.6.4 Participation/Election Options

At the time an eligible employee commences receipt of benefits from the City's Long Term Disability program, the eligible employee who elects to participate in the extended health care coverage program may choose one of the following options.

15.1.6.4.1 *Option 1* -- Conversion of Entire Sick Leave Balance

Convert the entire unused sick leave balance available at the date the employee commences receipt of benefits 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 fully paid CalPERS Health Plan coverage as described in section 16.1.1 above.

15.1.6.4.2 *Option 2* -- Conversion of Residual Balance of Sick Leave

Freeze 800 hours of the unused sick leave balance available at the date the employee 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 above. At the time of service retirement occurring while the eligible employee is eligible to receive benefits from the City's long term disability program, an eligible employee may receive the dollar value of the frozen 800 hours of unused sick leave computed at the rate of

two hours of pay for each eight hours of sick leave accrual, or use the frozen sick leave to extend service credit at the rate of 0.004 years of service credit for each 8 hours of unused accrued sick leave.

15.1.6.4.3 Option 3 -- Payment for Participation

In lieu of converting any unused sick leave as described in Options 1 and 2 above, the eligible employee may choose to participate by paying the entire monthly premium rate for the selected CalPERS coverage to the Finance Director by the 10th of each month.

15.1.6.4.4 Except as provided immediately above, if the eligible employee elects to use any or all of the unused sick leave balance as an option for extended health care coverage, the employee may not at a later date receive any portion of the unused sick leave in cash, even if the employee elects to no longer participate in the extended health care coverage program.

15.1.6.5 Death of Disabled Eligible Employee

15.1.6.5.1 Upon the death of the spouse of a disabled eligible employee who has been covered under these conversion provisions, any or all of the unused months of fully-paid extended health care coverage will be made available to the disabled eligible employee.

15.1.6.5.2 Upon the death of the disabled eligible employee, the surviving spouse may continue on extended health care until the number of months originally covered is exhausted.

15.1.6.5.3 Upon remarriage, a 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 eligible employee would be at the sole expense of the surviving spouse.

15.1.6.6 Conversion of Sick Leave to Retirement Service Credit

Nothing contained in this section affects an eligible employee's rights under Section 2809.B.6. of the Retirement Ordinance to

convert all unused sick leave to retirement service credit as described in section 11.2.

15.1.7 *Domestic Partner Coverage*

Registered domestic partners of bargaining unit employees shall be eligible to qualify as dependents under the City's medical and dental plans, subject to the conditions set forth by the benefit carriers.

15.1.8 *Other Post-Employment Benefits*

Once the City has determined a plan regarding other post employment benefits ("OPEB"), the City will notify the Union and the parties will reopen the agreement to meet and confer over this issue. The meet and confer shall be subject to the impasse provisions of the City's Employer Employee Relations Resolution and the Meyers-Milias-Brown Act.

15.2 Flexible Spending Account

The City shall maintain the current Flexible Spending Account/Cafeteria Plan (FSA) offered by the City. The FSA will include accounts for dependent care, medical premium co-payment, and medical expenses.

The parties also agree that the City may pay the employer portion of medical premiums (less the statutorily mandated PEMHCA contribution) through the FSA. The parties understand that the City's use of the FSA as a vehicle for its medical contributions would not change the City or employee's overall contribution to active medical premiums as set forth in this agreement.

15.3 Dental

The City shall maintain the current dental and orthodontia plan, described in the Delta Dental "Evidence of Coverage", Group No. 3676-1016, for the term of this MOU and will pay the cost of any increase in monthly dental premiums which become effective during the term of this MOU.

Minor changes in the dental plan that may be stipulated by the dental claims administrator as mandatory may be incorporated into the described health insurance program without contradicting the concept of the "present level of coverage".

15.4 Long Term Disability

The City shall maintain, at the City's cost, the current Long Term Disability program for the term of this MOU. Individual coverage ceases upon termination of employment. The City will notify the Union and provide an opportunity to meet and confer before changing the level of coverage.

15.5 Life Insurance

The City shall maintain the current City-paid Group Life Insurance program for employees for the term of this MOU. The City will notify the Union and provide an opportunity to meet and confer before changing the level of coverage.

15.6 Retirement

15.6.1 *Retirement Formula*

Current bargaining unit employees are entitled to retirement benefits under the California Public Employee Retirement System (CalPERS) 2.5% @ 55 retirement formula.

Effective as soon as practicable, the City shall amend its contract with CalPERS to provide the 2.0% @ 55 retirement formula for all employees hired after the contract amendment in all classifications within this bargaining unit.

15.6.2 *Reporting Employee Contributions as Special Compensation*

Beginning in July 2004, the City agrees to report the employees contribution to PERS being picked up by the City as special compensation for retirement purposes.

15.6.3 *Employee Contribution Pick-up*

Effective July 1, 2010, the City will reduce the Employer Paid Member Contribution by 2% (from 8% to 6%). Members will pay the 2% member contribution on a pre-tax basis.

Effective July 1, 2011, the City will reduce the Employer Paid Member Contribution by an additional 3% (from 6% to 3%). Members will pay the 5% member contribution on a pre-tax basis.

The reduction in EPMC will not occur until unrepresented non-sworn employees and represented employees subject to negotiations in 2010 are paying an equal or greater amount of the member contribution.

15.7 Deferred Compensation

Employees in the Professional Representation Unit shall be eligible to participate voluntarily in the City of Concord Deferred Compensation Plan 457 and 401K subject to Internal Revenue Service approval. There is no City contribution.

15.8 Employee Assistance

City agrees to pay for six (6) Employee Assistance Program (E.A.P.) counseling sessions per contract year for each employee and for their eligible dependents. Coverage ceases upon termination of employment. Except for the number of counseling sessions, the E.A.P. shall be at the present level of coverage. If two (2) or more family members are seen together in one session, each would be considered to have used a City-paid session. Costs for more than six (6) sessions for the employee or dependents shall be paid by the employee.

15.9 Tuition Reimbursement

15.9.1 The parties hereby incorporate by reference Policy and Procedure No. 42, in effect on the date of this MOU; provided, however, that the tuition reimbursement under section 4.2 shall be increased to \$1,500.00 effective July 8, 2002. Changes to Policy and Procedure No. 42 will become effective only after satisfying the City's meet and confer obligations.

15.9.2 During 2002, the parties shall meet to develop an incentive plan for employees based on employee development, continuing education, professional certification, or another basis as agreed by the parties. Such incentive program shall become effective in January 2003. See Attachment D - Local 29 Educational Incentive program—effective with Council approval on November 18, 2003.

15.10 Retirement Award Package

The Retirement Award Package shall be continued as described in Attachment C.

16. ENTIRE AGREEMENT

16.1 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.

16.2 Severability

Should any part of this MOU, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of any court of competent jurisdiction, such invalidation of such part or portions of this MOU 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 and the Professional Employees will meet and confer in good faith with reference to the parts or provisions thus invalidated.

This MOU is subject to all existing State Laws and the ordinances, resolutions, and administrative rules of the City, except as expressly provided to the contrary by this MOU.

17. REVISIONS, AMENDMENTS, EXTENSIONS

Neither party shall, during the term of this MOU, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

18. TERM OF AGREEMENT

This MOU shall be effective upon ratification by approval of the members of Local 29 and approval by the Concord City Council; its effective date shall be as stated upon its adoption by the City Council. The term of this MOU shall be from the effective date until June 30, 2012. All salary, benefits, and other provisions in effect on July, 2012, shall continue at their same July, 2012 level until impasse procedures are exhausted. The parties will commence meeting and conferring toward a successor MOU on or before March 15, 2012.

ATTACHMENT A

CITY OF CONCORD PAY TABLE PROFESSIONAL UNIT MONTHLY SALARY/HOURLY RATES

<u>Job Code</u>	<u>Classification</u>	<u>Pay Grade</u>		<u>Salary Range</u>	
3536	Accountant I	010	Monthly Hourly	4,768 27.5066	5,969 34.4379
3530	Accountant II	012	Monthly Hourly	5,570 32.1367	6,974 40.2351
3709	Administrative Assistant	011	Monthly Hourly	4,483 25.8661	5,613 32.3824
3711	Administrative Coordinator	013	Monthly Hourly	5,385 31.0687	6,744 38.9059
3114	Assistant Engineer	012	Monthly Hourly	5,576 32.1714	6,982 40.2799
3134	Assistant Planner	011	Monthly Hourly	4,794 27.6575	6,001 34.6225
3113	Associate Civil Engineer	014	Monthly Hourly	6,360 36.6906	7,962 45.9351
3132	Associate Planner	012	Monthly Hourly	5,333 30.7667	6,677 38.5198
3375	Building Inspection Supervisor	013	Monthly Hourly	6,159 35.5348	7,711 44.4861
3140	Building Plans Engineer	014	Monthly Hourly	6,636 32.2876	8,308 47.9324
3377	Construction Inspection Supervisor	012	Monthly Hourly	5,702 32.8971	7,139 41.1875
3135	Economic/ Redevelopment Specialist	014	Monthly Hourly	5,654 32.6211	7,080 40.8484
3710	GIS Program Supervisor	012	Monthly Hourly	4,844 27.9444	6,063 34.9817
3798	Housing Program Analyst	013	Monthly Hourly	5,385 31.0687	6,744 38.9059
3799	Housing Rehabilitation Coordinator	013	Monthly Hourly	5,385 31.0687	6,744 38.9059

Job Code	Classification	Pay Grade		Salary Range	
3797	Housing Rehabilitation Supervisor	10	Monthly Hourly	4,270 24.6364	5,346 30.8416
3702	Microcomputer Coordinator	011	Monthly Hourly	4,483 25.8661	5,613 32.3824
3791	Neighborhood Services Supervisor	013	Monthly Hourly	6,159 35.5348	7,711 44.4861
3707	Network Engineer	012	Monthly Hourly	4,844 27.9444	6,063 34.9817
3130	Senior Planner	014	Monthly Hourly	5,968 34.4299	7,471 43.1030
7123	Senior Police Crimes Analyst	011	Monthly Hourly	4,483 25.8661	5,613 32.3824
3703	Senior Programmer Analyst	012	Monthly Hourly	4,844 27.9444	6,063 34.9817
3706	Senior Systems Analyst	014	Monthly Hourly	5,654 32.6211	7,080 40.8484
3792	Senior Housing Rehabilitation Specialist	012	Monthly Hourly	4,844 27.9444	6,063 34.9817
3704	Senior Network Systems Engineer	013	Monthly Hourly	5,385 31.0687	6,744 38.9059
3705	Web Coordinator	010	Monthly Hourly	4,146 23.9173	5,190 29.9453

ATTACHMENT B

Retirement Award Package

- A. Full time regular employees who retire from the City will receive the following:
- Retirement plaque
 - \$100 contribution by City toward gift being purchased for retiree by co-workers
 - Reimbursement up to \$50 for dinner for two
 - Pair of tickets to performance of choice at Sleep Train_Pavilion (this benefit will remain available only so long as the City has access to complementary tickets from the Pavilion)
- B. Full time regular employees hired before April 26, 1994, who retire from the City will receive, in addition to the items listed in paragraph A:
- A monetary award based on years of service as follows:

10 years of service:	\$200.00
20 years of service:	\$500.00
25 years of service:	\$700.00
- C. For employees hired on or after April 26, 1994, retirement recognition awards will be governed by City policy, if any, in effect at the time of retirement. Any employee recognition program developed by the City is subject to change or elimination at any time.
- D. The foregoing benefits only apply to employees who actually retire upon cessation of their employment from the City. They do not apply to employees who leave the City to work for another employer and retire at a later time.

ATTACHMENT C

EFFECTIVE WITH COUNCIL APPROVAL ON NOVEMBER 18, 2003 AND
IN ACCORDANCE WITH SECTION 16.8.2 OF THE CURRENT MOU

OPEIU - LOCAL 29 EDUCATIONAL INCENTIVE PROGRAM

1. PURPOSE

To establish a voluntary Educational Incentive Program for Office and Professional Employees International Union (OPEIU) Local 29 members that would enhance the organization's ability to provide exceptional service delivery and respond effectively to continually changing business needs. The program is self-initiated, with the Local 29 member taking full responsibility to propose, pursue, and complete agreed upon training and educational curriculum. In addition, the program would:

- ♦ Encourage growth through education.
- ♦ Be mutually beneficial for both the City of Concord organization and Local 29 members.
- ♦ Provide a monetary incentive for recognizing relevant educational accomplishments and the employee's efforts to obtain skill sets that are of value to the Organization.
- ♦ Recognize that the Organization and greater Concord Community will have evolving needs, and that changes will occur within the professions represented by **Local 29** members, requiring Local 29 members to continually update their skills and education.
- ♦ Fit the parameters of the City's 10-Year Financial Plan and be simple to administer.

2. SCOPE

This voluntary program would apply to all members of **Local 29**, and be administered on an annual (fiscal year) basis by the Human Resources Department.

3. POLICY

The program will provide an incentive for pursuing educational goals that fall within the parameters of the program, defined as follows:

- 3.1 Employee Participation: To participate in the Local 29 Educational Incentive Program, an employee must meet the following criteria:
 - 3.1.1 The employee must be a member of Local 29.
 - 3.1.2 To receive the Incentive Award, the employee must be a current full-time employee of the City of Concord. The Incentive Program will not apply to those who have left employment.

- 3.1.3 The **Local 29** member may participate during their probationary period; however, they are not eligible to receive the corresponding Incentive Award until they have successfully completed their probationary period.
- 3.2 Coursework Eligibility: To be eligible for program inclusion, a workshop, program or course of study must meet the following criteria:
- 3.2.1 Support the City of Concord’s Mission, Vision, Values and Corporate Goals.
- 3.2.2 Link to the division or department’s Strategic Plan.
- 3.2.3 Be part of a formal educational process (college level, undergraduate or graduate degree) OR is part of an industry-recognized program (licensing, certification, etc.). College coursework should be in a field related to the employee’s work, and specific electives will be reviewed and approved by the Department Head to ensure applicability to the department’s desired outcomes. The Department Head reserves the right to identify specific electives, which would then apply to the Educational Incentive Program.
- 3.2.4 Provide a skill that is of immediate or strategic value to the department.
- 3.2.5 Must be completed with a grade of “C” or better, or a “Pass” if course is a Pass/Fail.
- 3.2.6 Be conducted during off-work hours. If the employee chooses, vacation time may be used for classes only available during normal work hours. Such use remains subject to the normal policies, procedures, and Department needs as any other vacation request.
- 3.3 Calculating the Incentive Award: Upon successful completion of pre-approved eligible coursework, the Educational Incentive benefit will be applied as follows:
- 3.3.1 Benefits will be based on earning a specific number of CEUs or their hourly equivalent within one fiscal year (July 1 – June 30):
- 2-3 CEUs = 1% bonus*
- 4-6 CEUs = 3% bonus*
- 7 + CEUs = 5% bonus*
- (*) Bonus is calculated based on gross wages earned, using the tax information provided on the employee’s prior year W-2
- 3.3.2 Recognizing that coursework may reflect Continuing Educational Units, (CEU), quarter units, semester units or hours of instruction, the following nationally recognized conversion formula will apply:
- 1 CEU = 10 hours of instruction = 1 Quarter Unit = 2/3 Semester Unit

- 3.3.3 The Bonus will be paid out in a lump-sum basis, calculated using gross wages earned as reflected in the employee's prior year W-2 tax form. The bonus is payable upon the first pay period in September, and considered to be income for calculating retirement benefits under the CalPERS System.
 - 3.3.4 The employee must provide proof of satisfactory completion, as well as the number of CEUs, prior to the end of the fiscal year in order to receive credit.
 - 3.3.5 No credit will be given for partially complete course work. Only completed coursework within the fiscal year will be considered for calculating the Incentive award.
 - 3.3.6 The coursework completion date will identify the fiscal year in which the units are earned and eligible for an incentive award. For example, an approved course of study that begins in April 2003 and ends in July of 2003 would be considered for FY 03-04 and any corresponding incentive award would be payable at the end of FY 03-04.
- 3.4 Linkage to Evaluation Process: While the employee and manager have the right to initiate this program at any time, the program will also be linked to the evaluation process. The Manager and Employee are required to discuss the employee's educational and developmental goals and the applicability of the Local 29 Educational Incentive Award Program during the course of the annual review process.

Furthermore, managers of Local 29 employees are required to include specific discussion of this program within their Achievement Plan Part III and report back on the successful implementation of the program in Part III of their Year-end Report.

4. ADMINISTRATION

The Human Resources Department is responsible for overseeing the implementation of this policy as outlined below. The program may be initiated during the course of the Local 29 member's annual review process, or at any other time of the year as initiated by the employee:

- 4.1 Employee completes the Local 29 Educational Incentive Program Request Form. This form provides specific required information to enable the manager to make an informed decision.
- 4.2 Manager reviews the request using established program criteria and guidelines as specified in this policy document, to determine whether the requested course of study fits the parameters of the program.
- 4.3 If manager does not support the request:
 - 4.3.1 Manager must provide written documentation as to the foundation for their decision, inform the employee, and retain a copy of the employee's request form along with the documentation outlining the manager's decision making process and their rejection of the request.
 - 4.3.2 A copy of this paperwork must be forwarded to the Human Resources Department for inclusion in the employee's personnel file.

- 4.4 If a manager supports the request:
 - 4.4.1 Manager completes their portion of the Request Form, which will specify the date the course of study is to commence, the anticipated completion date, and the number of CEUs it is anticipated the employee will complete within the specified fiscal year.
 - 4.4.2 Human Resources reviews the paperwork for consistency of application from an organization-wide perspective, and provides final approval. Any concerns are addressed with the appropriate Department Head. Human Resources will retain a copy of the form for inclusion in the employee's personnel file, and forward the remaining copies to the manager.
 - 4.4.3 The manager and the employee both retain a copy of the Request form in their working files.
 - 4.4.4 Prior to the end of the fiscal year, the employee must submit proof of completion including number of CEUs or hours of instruction, and a grade of C or better or Pass if coursework is Pass/Fail.
 - 4.4.5 Manager reviews the proof of completion, compares it to the agreement outlined in the Request Form to ensure that the course work has been successfully completed and meets the necessary standards for issuance of an educational incentive award.
 - 4.4.6 Manager then completes a "Local 29 Educational Incentive Program Award Authorization" form, indicating the corresponding number of CEUs completed, and the correlating award percentage as defined in section 3.3.
 - 4.4.7 Manager sends the authorization form, along with a copy of the original request form and proof of completion documentation to Human Resources for final review.
 - 4.4.8 Human Resources retains a copy of the paperwork for the employee's personnel file, then forwards the original paperwork to the Payroll Division for processing.
 - 4.4.9 The Payroll Division then applies the specified educational incentive award as a lump sum payment in the first full payroll period of the following Fiscal Year provided the employee has successfully completed their probationary employment period.
 - 4.4.10 Employee classification change: If an employee changes classification or department in the midst of a previously approved course of study, any existing Educational Incentive Program requests must be reviewed and confirmed by the new Department Head and supervisor. The supervisor will review the coursework agreement to ensure that the existing program is applicable to the new department's objectives. Continuation of an existing Educational Incentive Program request is conditional upon the new supervisor's approval.

4.4.11 Change in Department Head or Supervisor: In the case of a change in management, any existing Educational Incentive Program requests will remain in force under the conditions previously approved and established.

4.4.11.1 Any new Educational Incentive coursework requests will be reviewed by the new manager under the guidelines established in this policy document.

5. EXCLUSIONS AND LIMITATIONS

- 5.1 Employee is responsible for providing sufficient information to the manager to help them make an informed decision as to whether the requested course of study fits the parameters of the Local 29 Educational Incentive Program.
- 5.2 The Department Head is the ultimate authority. There is no higher appeals process.
- 5.3 Managers and Department Heads retain the right to deny an eligible course of study if having the employee participate would create an undue operational hardship.



CITY OF CONCORD
OPEIU Local 29 Educational Incentive Program Request Form

Employee

NAME	JOB TITLE
DEPARTMENT/DIVISION	HIRE DATE
COURSE NAME OR SEMINAR	
CEUs (please do the conversion)	
BEGINNING DATE	ENDING DATE
PURPOSE AND BENEFIT (please attach course description or flyer)	

Manager

NAME
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED
RATIONALE FOR DECISION
APPROVAL IS CONDITIONAL BASED ON COMPLETION OF THE ABOVE COURSEWORK BY (date)

By signing this form, both Employee and Manager agree to the information noted above. Employee and Manager must abide by the policies governing this program.


MANAGER SIGNATURE	DATE
EMPLOYEE SIGNATURE	DATE
APPROVED BY HUMAN RESOURCES	DATE

Signatures


FOR THE OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL 29:



Tamara Rubyn
President, OPEIU Local 29




Maureen McManus
Business Representative, OPEIU Local 29



Joan Ryan
Senior Planner

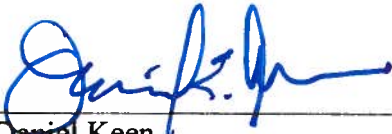


Mark Migliore
Associate Civil Engineer




Joyce Seitz
Economic Development Specialist

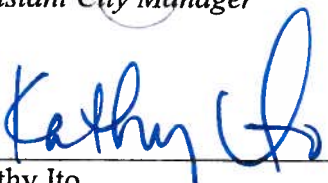
FOR THE CITY OF CONCORD:



Daniel Keen
City Manager



Valerie Barone
Assistant City Manager



Kathy Ito
Director, Human Resources