

MEMORANDUM OF UNDERSTANDING

Between

CITY OF WALNUT CREEK

and

**CIVILIAN POLICE UNIT
TEAMSTERS LOCAL UNION NO. 856**

**(October 1, 2014 – September 30, 2017,
Extended to September 30, 2018)**

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1. PREAMBLE

We the undersigned, duly appointed representatives of the City of Walnut Creek (“City”) and the Civilian Police Unit have met and conferred in good faith and do hereby jointly prepare and execute the following Memorandum of Understanding.

It is understood the provisions set forth herein supersede the previous Memorandum of Understanding.

2. RECOGNITION

The City recognizes the Teamsters Local Union No. 856 (“Union”) as the majority representative for the Civilian Police Unit consisting of the following classifications. The City also recognizes the Teamsters Local Union No. 856 as the majority representative for any new classification that should properly be assigned to this representation unit by the City Manager.

Police Dispatcher/Assistant
Police Records Technician
Police Services Officer
Property and Evidence Technician/Police Assistant I/II
Lead Police Dispatcher/Assistant
Lead Police Records Technician
Lead Police Services Officer

3. TERM

This Agreement originally became effective October 1, 2014 and was set to remain in effect through September 30, 2017. The parties have amended the agreement -- subject to the provisions contained herein -- to be in effect through September 30, 2018.

4. SALARIES

A. Effective with the pay period beginning June 5, 2015, the salary ranges for all classifications represented by the Union shall be increased by 3% (three percent), as set forth in Exhibit “1” attached to this Agreement and incorporated herein as though fully set forth.

B. In addition, effective with the pay period beginning June 5, 2015, all Unit employees employed as of June 2, 2015, shall be eligible to receive a one-time Off-Salary-Schedule payment. The one-time payment shall be \$500 for full-time Unit employees and prorated for part-time Unit employees. This Off-Salary-Schedule payment shall be made in lieu of increases to the salary schedule.

- C. Effective with the pay period beginning on October 9, 2015, the salary ranges for all classifications represented by the Union shall be increased by 1.5% (one and one-half percent).
- D. Effective with the pay period beginning on April 8, 2016, the salary ranges for all classifications represented by the Union shall be increased by 1.5% (one and one-half percent).
- E. In accordance with the amendment to this Agreement, adopted per Resolution 16-80, effective with the pay-period beginning on September 23, 2016, the salary ranges for the classifications of Police Dispatcher/Assistant, Lead Police Dispatcher/Assistant, and Property and Evidence Technician/Police Assistant I and II, were increased by 4.35%.
- F. Effective with the pay period beginning on October 7, 2016, the salary range for all classifications represented by the Union shall be increased by 1.5% (one and one-half percent).
- G. Effective with the pay period beginning on April 7, 2017, the salary range for all classifications represented by the Union shall be increased by 1.5% (one and one-half percent).
- H. Effective with the pay period beginning on September 24, 2017, the salary range for all classifications represented by the Union shall be increased by 3% (three percent).
- I. See Exhibit "3", attached to this Agreement and incorporated herein by this reference, for a description of the historical salary adjustment methodology.

5. SHIFT DIFFERENTIAL PAY

Effective with the pay period beginning on June 5, 2015, Police Dispatcher/Assistants and Lead Police Dispatcher/Assistants who work the graveyard shift, as defined by the Police Department (currently shifts 10, 11, 12, and 13), shall receive additional compensation at five percent (5.0%) of base salary for all graveyard hours worked.

It is explicitly understood that shift differential pay does not apply to a Police Dispatcher/Assistant or Lead Police Dispatcher/Assistant working the swing shift who works overtime hours which overlap with the graveyard shift.

6. UNIFORM ALLOWANCE

Upon appointment, Police Services Officers and Lead Police Services Officers shall be provided uniforms in accordance with the Walnut Creek Police Department Uniform Regulations. Effective the second year of employment, Police Services Officers and Lead Police Services Officers shall be eligible for a uniform allowance of \$600 per year, paid bi-weekly, for the maintenance and replacement of uniforms.

For Police Services Officers and Lead Police Services Officers employed as of June 2, 2015, the uniform allowance shall begin effective October 9, 2015.

7. HOLIDAYS

A. The following holidays are recognized by the City:

1. January 1, New Year's Day
2. Third Monday in January, Dr. Martin Luther King, Jr. Day
3. Third Monday in February, President's Day
4. Last Monday in May, Memorial Day
5. July 4, Independence Day
6. First Monday in September, Labor Day
7. November 11, Veterans' Day
8. Fourth Thursday in November, Thanksgiving Day
9. Friday following Thanksgiving Day
10. December 24, Christmas Eve
11. December 25, Christmas Day
12. December 31, New Year's Eve

B. City-recognized holidays, as listed above, which fall on a Sunday will be observed the following Monday and holidays that fall on a Saturday will be observed the preceding Friday.

C. Employees assigned to seven-day a week operations will observe City-recognized holidays on their actual date, as listed in Subsection A above, not on the observed day as described in Subsection B above.

D. The City will pay regular, full-time Unit employees for twelve City-recognized holidays, as follows:

1. Employees who work a scheduled twelve-hour shift on a holiday will receive pay at straight-time for actual hours worked and their choice of either twelve hours of straight-time holiday pay or compensatory time in-lieu of time off for said holiday.

2. Employees who are allowed to be off-duty when they are scheduled to work a twelve-hour shift on a holiday will receive twelve hours of holiday leave.

3. Employees who work a scheduled ten-hour shift on a holiday will receive pay at straight time for actual hours worked and their choice of either ten hours of straight-time holiday pay or compensatory time in-lieu of time off for said holiday.

4. Employees who are allowed to be off-duty when they are scheduled to work a ten-hour shift on a holiday will receive ten hours of holiday leave.

5. Employees who are scheduled to be off-duty on a holiday will receive their choice of either eight hours of straight-time holiday pay or compensatory time.

6. Employees who work a scheduled eight-hour shift on a holiday will receive pay at straight-time for actual hours worked and their choice of either eight hours of straight-time holiday pay or compensatory time in-lieu of time off for said holiday.

7. Employees who are allowed to be off-duty when they are scheduled to work an eight-hour shift on a holiday will receive eight hours of holiday leave.

8. The work day is the day during which the majority of work time is scheduled.

9. Holiday pay shall be prorated for part-time employees, as set forth in Section 28(B) of this Agreement.

8. CITY CLOSURE DAYS / SPECIAL PAID TIME OFF

For calendar year 2014, the City is closing non-essential operations during Winter Break on December 26, 29, and 30, 2014. For calendar year 2015, the City is considering the closure of non-essential operations during the Winter Break on December 28, 29, and 30, 2015. For calendar year 2017, the City is considering the closure of non-essential operations during the Winter Break on December 26, 27, and 28.

Police Department operations are considered essential operations and will not close during the Winter Break. Therefore, all Unit members shall receive a bank of three days (24 hours) of Special Paid Time Off in the 2014, 2015, and 2017 calendar years, effective the pay periods beginning October 10, 2014, October 9, 2015, and October 8, 2017. The number of hours of Paid Time Off shall be pro-rated for part-time Unit employees.

Any banked Special Paid Time Off from 2014 must be used no later than September 30, 2015. Any banked Special Paid Time Off not used as of October 1, 2015 shall be forfeited. Any banked Special Paid Time Off from 2015 must be used no later than September 30, 2016. Any Special Paid Time Off not used as of October 1, 2016 shall be forfeited. Any banked Special Paid Time Off from 2017 must be used no later than September 23, 2018. Any Special Paid Time Off not used as of September 24, 2018 shall be forfeited. To gain approval to use banked Special Paid Time Off employees shall use the same procedures as noted in Article V. – V.1. of the General Leave Plan attached hereto as Exhibit “2”.

A newly hired employee’s Special Paid Time Off will be prorated based upon the employee’s hire date. An employee whose employment with the City terminates shall not receive compensation for any unused Paid Time Off upon separation with the City.

The City reserves the exclusive right to eliminate, modify, or continue this section in its entirety effective for calendar year 2016. In the event the City determines to continue the City Closure Days/Special Paid Time Off, the City shall administer the City Closure Days/Special Paid Time Off in accordance with this section or with similar provisions in other Memorandum of Understandings in effect at the time of the decision.

9. 457 DEFERRED COMPENSATION

Regular full-time and part-time Unit employees shall be eligible to participate in the City's 457 deferred compensation plan. Any employee who elects to participate in the plan may amend his or her joinder agreement no more than twice a year.

10. MEAL PERIODS

A paid 30-minute meal break will be provided each work day for Police Dispatchers/Assistants (including Leads) assigned to Communications/Dispatch and for Police Services Officers (including Leads). A Police Dispatcher/Assistant assigned to Communications/Dispatch (including leads) will not be permitted to leave areas of the City Hall building that are serviced by the Police Department public address system during his/her meal break and must be available to immediately return to his/her work duties. Any Police Services Officers (including Leads) who are eligible for a paid meal break, are required to keep their police radio on at all times, including their paid meal break, and must be available to immediately return to his/her work duties. Employees working less than a six (6) hour shift, shall not receive a paid meal break.

11. COMPENSATORY TIME OFF

All members of this Unit will be allowed to accumulate compensatory time off to a maximum of eighty (80) hours; provided, however, that the Unit recognizes that changes in the granting and accumulation of compensatory time off may be legally required under the terms of the Fair Labor Standards Act.

12. COURT APPEARANCES

- A. Whenever a civilian employee, in the performance of that employee's duty must be in a court of law:
1. On a Scheduled Work Day but outside the employee's regularly scheduled work hours, that employee shall receive 3 hours straight time overtime pay or time and one-half for actual hours in court, whichever is greater.
 2. On a Scheduled Day Off the employee shall receive 4 hours straight time overtime pay or time and one-half for actual hours in court, whichever is greater.

- B. Definition of Scheduled Day Off: A scheduled day off is defined as two or more hours after completion of the last work day prior to the regularly scheduled day off and two or more hours before the commencement of the first shift of the next regularly scheduled work day.
- C. Call-off pay (no appearance made by employee). A civilian employee subpoenaed to appear in court on his or her scheduled day off shall be entitled to receive two (2) hours of straight time overtime pay (“call-off pay”) if the court appearance is cancelled prior to the time specified for appearance, unless the employee is notified of the cancellation prior to the normal end of the last shift of the employee’s scheduled work week in which case there is no compensation.
 - 1. Contact Requirement: It is the employee’s responsibility to contact, by telephone or in person, the Police Department’s designated employee at least one (1) hour and no more than two (2) hours before the scheduled appearance time to determine whether or not the appearance has been cancelled.
- D. Call-off pay (appearance made by employee but cancelled): In the event, a court appearance is cancelled after the employee has appeared at court, if the employee complied with the contact requirement, as described in Section 12(C)(1), the four (4) hour minimum appearance rate shall apply. If the employee did not meet the contact requirement, the two (2) hour call-off rate shall apply.
- E. An employee shall be eligible to receive only one minimum rate as described above for each court day.

13. MAINTENANCE OF BENEFITS

A. Dental, Disability, and Life Insurance Benefits.

For the term of this Agreement, the City agrees to maintain, and assume any premium increases in, the dental, disability, and life insurance programs.

The City shall continue to maintain coverage under its dental plan for eligible full-time Unit employees. The City’s Dental Plan shall require a \$50 deductible for the employee and for each covered dependent in each calendar year up to an aggregate maximum deductible of \$150 per family in each calendar year. The maximum annual benefit shall be \$1,500 per eligible employee and eligible dependents in each calendar year.

The Disability Insurance Plan benefits for full-time Unit employees shall be equal to two-thirds (2/3) of the employee’s monthly salary as of the date of the employee’s disability. Employees will be required to satisfy a thirty (30) calendar day waiting period from the date of disability before being eligible for benefits. The City shall coordinate use of accrued leave to the extent allowable under law and administer the Plan in accordance with Plan documents and all

applicable laws.

The life insurance benefit for full-time Unit employees shall be two (2) times the employee's annual base salary at the time of the employee's death up to the policy maximum benefit of \$86,000.

B. Medical Plans.

1. Medical Insurance Plans.

The City shall offer the Kaiser Permanente HMO Plan ("Kaiser HMO Plan") and the Blue Shield of California HMO Plan ("Blue Shield HMO") to eligible Unit employees. All plans offered by the City are subject to carrier availability.

"Plan Year" is defined as medical coverage during each calendar year from January 1 through December 31. Employee premium contributions are deducted one-month in advance of the month of medical coverage.

2. Blended Premium Rate Methodology.

With the addition of the Blue Shield HMO plan in 2013, in order to maintain a sustainable two-carrier option, the City established City-wide blended and weighted single-party, two-party, and family rates (utilizing the Kaiser HMO and Blue Shield HMO rates), to be adjusted by the City each plan year. The resulting blended rates will equalize the cost of both plans for participating employees. Subject to the continuing availability of both plans, the City agrees to maintain blended rates for the 2014 and 2015 plan years.

The City may discontinue the blended rate methodology for Plan Years 2016, 2017, and/or 2018 in the event that either medical plan is no longer available, the City determines that it is no longer feasible to continue the blended rate methodology, and/or for other reason(s) within the City's sole discretion. In the event the City determines not to continue the blended rate methodology for Plan Years 2016, 2017, and/or 2018, the parties agree to meet and discuss medical insurance carrier availability, and premium rates, prior to Open Enrollment for that Plan Year. The parties endeavor to finalize any discussions within fifteen (15) days of commencing such discussions, in order to facilitate a smooth Open Enrollment period.

For 2015, and any subsequent Plan Year during the term of this MOU for which the City determines to continue the blended rate methodology, employees and the City will contribute toward health premiums as follows:

a. Employee Cost-Sharing for Full-time Unit Employees.

i. **Plan Year 2015:** For medical coverage effective July 1, 2015, all full-time Unit employees enrolled in single-party, two-party, or family medical coverage under Kaiser HMO or Blue Shield HMO shall contribute on a pre-tax basis seven (7)

percent of the “blended rate” in effect at that time for the elected level of coverage. The City will pay the remainder of the applicable premium.

ii. **Plan Year 2016:** All full-time Unit employees enrolled in single-party, two-party, or family medical coverage under Kaiser HMO or Blue Shield HMO shall contribute on a pre-tax basis twelve (12) percent of the “blended rate” in effect at that time for the elected level of coverage. The City will pay the remainder of the applicable premium.

iii. **Plan Years 2017 and 2018:** All full-time Unit employees enrolled in single-party, two-party, or family medical coverage under Kaiser HMO or Blue Shield HMO shall contribute on a pre-tax basis fourteen (14) percent of the “blended rate” in effect at that time for the elected level of coverage. The City will pay the remainder of the applicable premium.

b. Employee Contributions for Part-Time Unit Employees.

Eligible authorized part-time Unit employees regularly scheduled to work twenty (20) hours or more per week on a continuous basis, and who are enrolled in single-party, two-party, or family medical coverage under Kaiser HMO or Blue Shield HMO, shall contribute toward health care as follows:

i. **Plan Year 2015:** For medical coverage effective July 1, 2015, All eligible part-time Unit employees who are enrolled in single-party, two-party, or family medical coverage under Kaiser HMO or Blue Shield HMO, employee pre-tax premium contributions will be required, as follows:

a. For part-time employees enrolled in single-party coverage, the employee will contribute fifty-three and one-half (53 ½) percent of the single-party “blended rate” in effect at that time;

b. For part-time employees enrolled in two-party coverage, the employee will contribute fifty-three and one-half (53 ½) percent of the single-party “blended rate” and the difference between the single-party “blended rate” and the two-party “blended rate” in effect at that time;

c. For part-time employees enrolled in family coverage, the employee will contribute fifty-three and one-half (53 ½) percent of the single-party “blended rate” and the difference between the single-party “blended rate” and the family “blended rate” in effect at that time.

ii. **Plan Year 2016:** All eligible part-time Unit employees who are enrolled in single-party, two-party, or family medical coverage under Kaiser HMO or Blue Shield HMO, employee pre-tax premium contributions will be required, as follows:

a. For part-time employees enrolled in single-party coverage, the employee will contribute fifty-six (56) percent of the single-party “blended rate” in effect at that time;

b. For part-time employees enrolled in two-party coverage, the employee will contribute fifty-six (56) percent of the single-party “blended rate” and the difference between the single-party “blended rate” and the two-party “blended rate” in effect at that time;

c. For part-time employees enrolled in family coverage, the employee will contribute fifty-six (56) percent of the single-party “blended rate” and the difference between the single-party “blended rate” and the family “blended rate” in effect at that time.

iii. **Plan Years 2017 and 2018.** All eligible part-time Unit employees who are enrolled in single-party, two-party, or family medical coverage under Kaiser HMO or Blue Shield HMO, employee pre-tax premium contributions will be required, as follows:

a. For part-time employees enrolled in single-party coverage, the employee will contribute fifty-seven percent of the single-party “blended rate” in effect at that time;

b. For part-time employees enrolled in two-party coverage, the employee will contribute fifty-seven percent of the single-party “blended rate” and the difference between the single-party “blended rate” and the two-party “blended rate” in effect at that time;

c. For part-time employees enrolled in family coverage, the employee will contribute fifty-seven percent of the single-party “blended rate” and the difference between the single-party “blended rate” and the family “blended rate” in effect at that time.

3. Non-Blended Premium Rate Methodology

In the event that the blended rate premium methodology is not continued in Plan Year 2016, 2017, and/or 2018, in-lieu of the employee and employer obligations for contributions to health premiums described in Section 2, employees and the City shall contribute towards health premiums as follows.

a. Plan Year 2016: For full-time Unit employees, the City shall contribute 88% of the premium for the employee’s plan and elected level of coverage, not to exceed 88% of the premium for the lowest-priced traditional HMO plan available through the City. For eligible part-time Unit employees, the City shall contribute 44% of the premium for single-party coverage for the employee’s elected plan, not to exceed 44% of the single-party premium for the lowest-priced traditional HMO plan available through the City. Unit employees shall contribute the

remainder of the applicable premium in effect at that time for the plan and coverage level elected by each eligible Unit employee.

b. Plan Years 2017 and 2018: For full-time Unit employees, the City shall contribute 86% of the premium for the employee's plan and elected level of coverage, not to exceed 86% of the premium for the lowest-priced traditional HMO plan available through the City. For eligible part-time Unit employees, the City shall contribute 43% of the premium for single-party coverage for the employee's elected plan, not to exceed 43% of the single-party premium for the lowest-priced traditional HMO plan available through the City. Unit employees shall contribute the remainder of the applicable premium in effect at that time for the plan and coverage level elected by each eligible Unit employee.

4. The City may change or terminate these plans at any time following the effective term of this Agreement if, in its sole discretion, such change or termination of the plans is a business necessity.

5. In-Lieu of Medical Insurance: Redirect Health Plan Premium.

Full-Time Employees: Eligible full-time Unit employees with medical coverage outside of the City may waive all coverage in the City's medical insurance plans and redirect \$350 per month to the 457 Deferred Compensation Plan.

Part-Time Employees: Eligible part-time Unit employees with medical coverage outside of the City may waive all coverage in the City's medical insurance plans and redirect \$175 per month to the 457 Deferred Compensation Plan.

An employee waiving coverage must show proof of adequate medical insurance coverage under another health plan before the benefit may be redirected. Employees will be subject to the open enrollment or qualifying event provisions of the City's medical insurance plans in the event that termination of redirected benefits and resumption of medical coverage is desired.

6. The City will continue to use its reasonable efforts to investigate and evaluate fiscally sustainable and affordable health plan options, including the Teamster's Health and Welfare Local 856 Trust (other than the currently provided Kaiser and Blue Shield plans) for employees. Should options become available (and assuming those options will not adversely affect the City's current employee health insurance rates, or otherwise require the City to contribute to health insurance after retirement), the City will inform the Civilian Police Unit, and meet to discuss that insurance which may be available upon request of the Civilian Police Unit.

At such time as regulations are issued implementing the Affordable Care Act ("ACA"), the City and the Civilian Police Unit will meet to discuss the impact, if any, of such regulations on any benefit plans offered by the City. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefits plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Civilian Police Unit will reopen the contract to meet

and confer and determine how such mandated changes will be implemented.

C. Flexible Spending Accounts.

During the term of this Agreement, regular full-time and part-time Unit employees may participate in a Flexible Benefits Plan, offered by the City pursuant to I.R.C. Section 125, that shall include flexible spending accounts for child care, medical expenses, and medical premium contributions.

D. Vision Plan.

During the term of this Agreement, the City shall provide a vision benefit plan to full-time, regular Unit employees and their eligible dependents through the Vision Service Plan "B", consistent with the plan document. This plan will provide eye examination coverage for employees and eligible dependents with a copayment of \$10; and corrective lenses and eyeglass frames for employees and eligible dependents with a copayment of \$25.

14. 401(a) DEFINED CONTRIBUTION MONEY PURCHASE PLAN

To assist Unit employees with post retirement expenses, including retiree medical expenses, the City shall make contributions to a defined contribution 401(a) Money Purchase Plan for each eligible full-time and part-time Unit employee. These contributions will be made on a pre-tax basis and are fully vested upon deposit. The contribution amounts will be pro-rated for eligible part-time Unit employees.

The City contribution shall be \$25.00 bi-weekly, for a total contribution of \$650 annually.

15. RETIREMENT BENEFITS: CalPERS

A. Retirement Benefit Levels.

1. Tier 1. The City shall maintain California Public Employees' Retirement System (CalPERS) benefits for Unit employees, who are deemed to be "classic members" and who are hired by the City in a miscellaneous classification on or prior to March 2, 2012. The CalPERS benefit shall be based upon the 2% @ 55 retirement benefit formula, calculated using the single-highest year final compensation period (Govt. Code 20042).
2. Tier 2. The City shall maintain California Public Employees' Retirement System (CalPERS) benefits for Unit employees who are deemed to be "classic members" and who are hired by the City in a miscellaneous classification after March 2, 2012, and prior to January 1, 2013. The CalPERS benefit shall be based upon the 2% @ 60 retirement benefit formula, calculated using the three year average final compensation period (Govt. Code 20037).
3. Tier 3. PEPRA IMPLEMENTATION: Employees hired on or after January 1,

2013.

For Unit employees who are employed with the City in a miscellaneous classification on or after January 1, 2013, and who are deemed by CalPERS to be “new members”, the City shall provide retirement coverage based upon the 2% @ 62 retirement benefit formula (Govt. Code 7522.20), calculated using the three year average final compensation period.

For Unit employees who are hired by the City in a miscellaneous classification on or after January 1, 2013, and who are deemed by CalPERS to be “classic members”, Tier 1 or Tier 2 benefits shall apply.

B. Employee Contributions.

All Unit employees shall pay the full employees’ share of the California Public Employees’ Retirement System employee contribution as determined by CalPERS; the City shall not pay any portion of the required employee contribution.

These employee payments will be reported on a pre-tax basis, consistent with the method described in Subsection (C)(1) below.

C. Retirement Plan Tax Reporting Method.

1. Subject to the requirements of this subsection, the City shall continue Internal Revenue Code Section 414(h)(2) tax reporting for ~~the~~ employee member contributions. This tax reporting method provides that those employee contributions made for the purpose of defraying employer benefits costs may be treated as employer contributions for federal and state tax purposes and will be made on a pre-tax basis.

2. Should the tax reporting methods referenced in this subsection be prohibited or amended by law, regulation or administrative interpretation at any time during the effective period of this Agreement, the City will comply with such prohibition or amendment and shall so notify Unit employees in writing.

3. For active employees and former employees who retire during the term of this Agreement, it is agreed that the City of Walnut Creek be held harmless from any and all taxes, fines, penalties, costs or other fees or liability which may be imposed on it as a result of agreeing to the tax reporting methods referenced herein, and accordingly, the City may take any such other action as it deems appropriate to ensure that it is held harmless from such taxes, fines, penalties, costs or any other fees or liability including, but not limited to, wage deductions or other actions for restitution. Further it is agreed that the City be held harmless from any and all taxes, fines, penalties, costs or other fees or liability which may be imposed on active employees and former employees who retire during the term of this Agreement, as a result of the tax reporting methods set forth in this subsection.

16. RETIREMENT HEALTH SAVINGS PLAN (RHS)

1. During the effective term of this Agreement, the City agrees to provide contributions for regular, full-time Unit employees toward a Retirement Health Savings Plan as described in this section. The intent of this plan is for the benefits paid to be available to fully or partially defray the cost incurred by employees participating in medical plans after retirement from the City. The plan shall be in lieu of any other City-funded retiree medical plan.

2. The City shall contribute \$75.00 monthly to a Retirement Health Savings Plan if the following conditions are met:

- a.) The Unit employee is appointed to a full-time position at the time of receipt of the benefit; and
- b.) The Unit employee has completed fifteen years of regular service with the City. Regular service is defined, for purposes of this section only, as any time served in City employment in a part-time or full-time capacity; and
- c.) This section does not apply to any time in service as a temporary employee.

These contributions will be made for each complete calendar month of an employee's active City service; except that employees on authorized unpaid leave from City employment while assigned to active military duty shall receive monthly contributions during the period of such leave. Additionally, these contributions will begin with the employee's sixteenth year of regular service with the City and shall continue through the employee's twenty-fifth year of service. All plan contributions made by the City on behalf of any active Unit employee are one hundred percent (100%) vested. No plan contributions shall be made following an employee's separation from City service.

3. The plan shall provide for benefits to be paid to a Unit employee after retirement based upon contributions made on behalf of such employee and shall not define a particular benefit to be paid to such employee. The plan shall be administered by the authorized plan administrator designated by the City in a manner consistent with this Agreement.

4. The City may change or terminate the plan at any time following the effective term of this Agreement if, in its sole discretion, such change or termination of the plan is a business necessity. Any change or termination shall not affect any contributions that have vested under subsection (2) above. Further, the City may change the plan at any time during the term of this Agreement, provided that the amount of contributions to the plan specified in subsection (2) above does not change.

17. DUES DEDUCTION/MAINTENANCE OF MEMBERSHIP

The City shall deduct, once monthly, the amount of the Union's regular dues, fees or assessments pursuant to the authority of an Authorization Card signed by the employee. The form of the authorization card currently in use shall not be changed without agreement by both the City and the Union.

Employees who are members of Teamsters Local Union No. 856 who have authorized, or who may authorize in the future, deductions of their Union dues, initiation and/or assessment fees on or after the date this Agreement is ratified shall have such dues and fees deducted for the remainder of this Agreement. The only exception to the above is that an employee may drop his/her membership during the month immediately preceding the expiration of the contract. The Union shall appear for and defend the City in any action which, in whole or in part, challenges the validity of this Article or the validity of any action taken by the City which is based on this Article, and shall indemnify and hold harmless the City against any losses, damages or fees, including attorney's fees, which may be assessed against City in any such action.

Revocation of Authorization Cards shall be made upon written notice to the Union with copy forwarded to the City. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the next appropriate pay period commencing fifteen (15) days or longer after such submission.

One authorization form shall be submitted which includes authorization for all deductions for dues, fees, or assessments made on behalf of the Union.

The City shall deduct dues for one employee organization only for each employee.

The City shall not be obligated to make a deduction for dues, fees or other assessments from an employee during any calendar month in which the employee receives less salary than the amount owed for dues, fees or other assessments. In this connection, all taxes, garnishment, and legally mandated deductions have priority over Union dues.

The Union shall give the City thirty (30) days' prior written notice of any increase in dues.

18. DISCRIMINATION PROHIBITED

Consistent with applicable public law, City and Union agree that they shall not discriminate against any employee because of race, religion, color, national origin, ancestry, disability, marital status, medical condition or history, pregnancy, gender, sexual orientation, age, or veteran status. Consistent with public law, City and Union agree that no employee shall be discriminated against because of union membership or non-membership.

19. BULLETIN BOARD SPACE

City agrees to designate bulletin board space on existing bulletin boards for the use of the Union at the following locations:

<u>Facility</u>	<u>Work Area</u>
Police Department	1 st Floor Report Writing Area
	2 nd Floor Dispatch Break Room
	2 nd Floor Wall Adjacent to EOC

All postings shall contain the date of posting, identification of the Union as sponsoring the posting, and bear the signature of the Union official authorizing the posting.

All such postings shall be removed by the Union from the bulletin boards in a timely manner.

A copy of such posting shall be provided to the City Manager or his designee before or at the time of posting.

Such postings shall not contain slanderous or libelous material, and, if such is determined, said material shall be immediately removed.

20. MEETING SPACE AND USE OF FACILITIES

The Union may reserve a public City meeting place for meetings, subject to the availability of such space, provided that:

- A. All such meetings or activities are conducted outside of the employee's work hours;
- B. An authorized Union official obtains advance approval from the City Manager or his designee regarding the specific time and place;
- C. Use of facilities will not interfere with City programs and/or duties of employees;
- D. The Union completes any required application forms. Provided special services such as security guard, custodial services, etc., or acquisition of special fee permits such as beer licenses, dance permits, etc., are not required, the Union may use facilities without charge, subject to the right of a fee-paying user to preempt such usage. Should the Union pay for any charges normally associated with the use of such space, however, no later applying fee paying user may preempt such use.

21. ACCESS TO WORK LOCATIONS

Union officers and representatives shall be granted reasonable access to specific work locations under the following conditions:

A. Union representatives, with the consent of the Chief of Police or his/her designee, may visit specific work locations, provided the general purpose of the visit is indicated to the City representative;

B. Such visits shall be arranged in a mutually acceptable manner;

C. Access to work locations shall not be for the purpose of membership recruitment;

D. Access shall be granted only in such work locations which include represented employees, so long as such access does not unduly interfere with City work obligations, the ability of employees to perform their work assignments, or with established safety and security requirements;

E. Access shall not be granted to the police department facilities or data processing areas where security arrangements prohibit such access;

F. Union Officers and representatives employed by the City shall not engage in organization business or activity on City time.

22. RELEASE TIME

Civilian Police Unit employees selected as representatives or officers of the Union and employed by the City shall conduct, discuss, or be involved in Teamsters Local Union No. 856 business, activities, or functions in accordance with the provisions of this memorandum.

The Civilian Police Unit, Teamsters Local Union No. 856 may designate a maximum of three (3) employee representatives to serve on its negotiating committee for the purpose of meeting and conferring with City representatives. Such employee representatives shall be entitled to release time for the sole purpose of attending meet and confer sessions with City representatives when the parties mutually agree to schedule such sessions during regular duty hours. No employee shall be entitled to compensation for attending meet and confer sessions outside of regular duty hours. The above representatives shall be excused from their work assignment if it does not unduly interfere with City operations upon prior notification to the department director or designee. Only one employee from each program area shall be allowed release time.

23. NO STRIKE - NO LOCKOUT

It is the intent of the City and the Union to assure uninterrupted service to the citizens of Walnut Creek during the life of this Agreement.

Accordingly, no employee or the Union shall engage in, cause or encourage any strike, slowdown, picketing, concerted refusal to work or other interruption of the City's operation for

the duration of this Agreement as a result of any labor dispute.

The City shall not lock out any employees covered by this Agreement during its term as a result of any labor dispute.

It shall not be a violation and shall not be cause for discipline for a City employee voluntarily to refuse to enter upon any non-City property involved in a primary bonafide labor dispute if such entry poses a hazard to the employee's safety.

24. COMPLETION OF MEET AND CONFER/SAVINGS

The Union and City agree that the terms and conditions expressed within this Agreement are the results of negotiations in good faith between the parties. Wages, hours and other terms and conditions of employment subject to bargaining under state or local statutes and agreed to by the parties to this Agreement may not be subject to further bargaining during the period of this Agreement unless the parties otherwise agree, or unless a change is mandated by a change in state law or a court of final jurisdiction.

25. GRIEVANCE PROCEDURE

A. Procedure for Resolution of Disputes Over Provisions of Memorandum of Understanding. This procedure is established to provide a fair, orderly procedure to permit the hearing and resolution of a grievance presented by an employee alleging that the employee has been adversely affected by a violation of any provision of this Memorandum of Understanding. Grievances presented by an employee alleging violations of other City policies, procedures or practices shall be processed pursuant to City Personnel Rules and Regulations, Chapter 11.

B. Definitions.

1. Grievant - An employee or group of employees of the City covered by the terms and conditions of this Agreement, and who has been adversely affected as set forth above.

2. Grievance - A grievance is any complaint or dispute an employee or group of employees may have concerning the interpretation or application of the terms and conditions of this Agreement.

3. Immediate Supervisor - The person from whom an employee receives work assignments, such as a lead worker, foreman or supervisor.

4. Work Unit Supervisor - The highest ranking supervisor within the employee's work unit.

C. Procedure. The parties recognize that disputes should be resolved expeditiously at the lowest possible administrative level, notwithstanding the right or desire of the Union or City to

bypass any initial steps if the case involves decisions made at a high administrative level.

Step 1. Grievant may present the dispute personally, in writing or orally, to the immediate supervisor within fifteen (15) working days of the occurrence of the dispute, or fifteen (15) working days from such time as the employee or Union could have been aware of the occurrence, whichever is sooner.

Step 2. If the dispute is not resolved within five (5) working days of the presentation under Step 1, the dispute may be submitted in writing to the Chief of Police or his/her designee, with a copy to the Personnel Officer. The grievance shall set forth in a clear and concise statement the specific complaint, all pertinent facts and the remedy sought. Such submittal to the Chief of Police shall be made within five (5) working days of the action by the immediate supervisor. The Chief of Police shall respond within five (5) working days of the submittal.

Step 3. If the dispute cannot be resolved under Step 2, the grievant or grievant's representative may within five (5) working days of the receipt of the response by the Chief of Police, arrange for the convening of a meeting with the City Manager or his/her designated representative to attempt to resolve the dispute on a mutually acceptable basis.

Step 4. Should the matter remain unresolved in Step 3, upon the request by the employee and approval of the Union, the Union only may, within ten (10) working days of that determination, request the non-binding advice of the State Mediation and Conciliation Service. Any other dispute-resolving mechanism may be substituted for this step upon mutual agreement between the City and the Union. All costs involved in this step shall be borne equally by the City and the Union except that the parties shall each bear their own costs for presenting their case.

D. Representation. All members within the bargaining unit shall have the right to be represented by the Union in the determination of a dispute or appeal.

Should a represented employee choose other representation, any proposed settlement of a dispute shall not be inconsistent with the terms of this Agreement and shall first be forwarded to the Union for review within a sufficient advance period prior to settlement to allow for comment.

26. DISCIPLINARY ACTION PROCEDURE

Disciplinary action shall be taken according to the following procedures.

1. Pre-disciplinary procedures. The following procedures apply prior to the imposition of any disciplinary action, which involves loss of salary.

a. The City shall give the employee written notice of the proposed disciplinary action, which shall include the reasons for the proposed action and the dates on which it will be effective. The notice shall also advise the employee of his/her right to have a Union Representative present during any disciplinary hearing.

b. The City shall provide to the employee, or allow the employee access to, any materials upon which the action is based. Upon request, the employee's representative shall also be provided with, or allowed access to, such materials.

c. The City shall afford the employee the right to respond in person, in writing, or both, to the proposed disciplinary action. If the employee elects to respond in person, a hearing shall be conducted at which the employee shall be given the opportunity to rebut the reasons for the proposed disciplinary action.

d. The employee shall be allowed no more than eight (8) work days to respond to the disciplinary charges including a request for hearing. The hearing shall be held generally not less than five (5) calendar days after the request for hearing.

e. The hearing shall be held by the authority imposing the discipline or, if the employee chooses, before a City department or division director who is not familiar with the facts surrounding the disciplinary action. The department or division director shall be selected by the City. After hearing the matter, the person so selected shall submit a written recommendation to the authority imposing the disciplinary action, with a copy to the employee and the Union.

f. In emergency circumstances wherein immediate suspension is necessary to protect the public service or public interest, the above procedures need not be followed prior to the imposition of disciplinary action but shall be followed as soon as practical after the action has been taken.

2. Post-disciplinary procedures: Appeals. The following procedures shall apply after the imposition of disciplinary action.

a. Official Disciplinary action consisting of official reprimand or suspension of five days or fewer. A regular employee dissatisfied with any disciplinary action imposed may appeal such action to the City Manager. An appeal must be filed with the City Manager, with a copy to the Personnel Officer and the Chief of Police, within ten (10) calendar days after written notice of the imposition of discipline. The appeal shall state specifically the issues in controversy and the facts upon which the issues are based. Within ten (10) calendar days of receiving the appeal, the City Manager shall conduct an informal hearing on the matter. The decision of the City Manager shall be final.

b. Disciplinary action consisting of suspension in excess of five days, up to and including termination. A regular employee dissatisfied with any disciplinary action imposed may appeal the action to arbitration. An appeal must be filed with the City Manager, with a copy to the Personnel Officer and the Chief of Police, within ten (10) calendar days after receipt of written notice of the imposition of discipline. The appeal shall state specifically the issues in controversy and the facts upon which the issues are based. To determine the appeal, an arbitration hearing shall be held as provided in Sections 1206, 1207, 1208 and 1209 of the City's Personnel Rules.

3. Miscellaneous Provisions.

a. Parties who may have direct knowledge of circumstances relating to the dispute may be present at the request of either party during any stage of the procedures, subject to the release time provisions contained in this section.

b. The time between the steps of the procedure may be extended by mutual agreement. Failure by the employee or Union to follow the time limits, unless mutually extended, shall cause the dispute to be considered withdrawn. Failure of the City to respond within the time frames specified shall permit the employee or Union to move the dispute to the next higher level, if any.

c. The Union may designate members to serve as stewards or area representatives in order to assist members in attempting to resolve disputes at the lowest possible administrative level.

d. Such stewards or representatives, the employee or employees raising the grievance and any employee requested to be present pursuant to paragraph 3-a of this section shall be entitled to release time for the purpose of attending meetings with City representatives if the parties mutually agree to schedule such sessions during regular duty hours. The above employees shall be excused from their work assignment if it does not unduly interfere with City operations, upon prior notification to the department director or designee. No employee shall leave the duty or work station or assignment without first receiving such release.

e. A dispute or appeal may be withdrawn at any time and at any step of this procedure provided, however, that same dispute or appeal may not be filed a second time by the same party for the same incident.

f. The Union agrees to cooperate with the City, upon request, in formulating steps necessary to alleviate any abuses of responsibilities, right or privileges of employees within the unit, which may impede the efficient operation of the City.

g. No dispute shall be processed by or for any employee or by or for the Union if either is engaged in any activity in violation of the no strike, no lockout provision of this Agreement.

h. All members within the bargaining unit shall have the right to be represented by the Union in the determination of a disciplinary dispute or appeal. Should a represented employee choose other representation, any settlement of a disciplinary dispute shall not be inconsistent with the terms of this Agreement and shall first be forwarded to the Union.

27. GENERAL LEAVE

Employees covered by this Agreement shall have leave benefits as determined by the

General Leave Plan as set forth in Exhibit “2” of this Agreement, attached hereto and incorporated herein by this reference, and the provisions of Chapters 8 and 9 and Section 1002 of the Personnel Rules shall not apply to these employees. For purposes of this M.O.U., all reference in the General Leave Plan to days shall mean 8 (eight) hour days.

28. PART-TIME EMPLOYEES

Eligible part-time Unit employees shall benefit from the following:

A. General Leave. Part-time employees shall be eligible to accrue general leave benefits on the same accrual basis as regular Unit employees but in an amount proportionate to the ratio of regularly scheduled hours of work per week to the standard work week, subject to the provisions of the general leave plan set forth in Exhibit “2” of this Agreement.

B. Holidays. All eligible part-time employees regularly scheduled to work twenty (20) hours or more per week on a continuous basis shall receive prorated holiday pay for each holiday provided to full-time employees.

C. Medical Plans. For authorized part-time employees regularly scheduled to work twenty (20) hours or more per week on a continuous basis, benefits under the City’s medical plans are set forth in Section 13(B) of this Agreement.

D. Overtime for Part-time Employees. Part-time employees who work more than forty (40) hours in a workweek will be eligible to receive overtime compensation in accordance with the overtime policy set forth in Chapter 4, Section 417 of the Personnel Rules.

E. 401(a) Defined Contribution Money Purchase Plan .

All eligible part-time employees regularly scheduled to work twenty (20) hours or more per week on a continuous basis shall receive prorated 401(a) Defined Contribution Money Purchase Plan contributions. The City contribution shall be \$12.50 bi-weekly, for a total contribution of \$325 annually.

F. City Closure Days/Special Paid Time Off.

All eligible part-time employees regularly scheduled to work 20 hours or more per week on a continuous basis shall receive a prorated bank of Special Paid Time Off subject to the provisions set forth in Section 8 of this Agreement.

29. MANAGEMENT RIGHTS

The City of Walnut Creek shall retain the right, responsibility and discretionary authority to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the interests of the City in all aspects, including, but not limited to, all legal and inherent

exclusive rights held by the City prior to the signing of the Agreement.

30. UNAUTHORIZED ABSENCE WITHOUT LEAVE

A. Any unauthorized absence without leave shall be considered as days or portions of days not worked which are normal working days and will cause the deduction from employee's pay of an amount equivalent to the time absent.

B. Unauthorized absence without leave for more than three consecutive work days, and up to and including five consecutive work days, shall be cause for automatic termination of employment.

C. Unauthorized absence without leave for more than five consecutive work days is an automatic resignation from City service, as of the last date on which the employee worked. A permanent or probationary employee may within thirty (30) days of the effective date of such a separation, file a written request to the City Manager for reinstatement; provided, that if the City Manager or the employee's department director has notified the employee of his/her automatic resignation, any such request must be filed within fifteen (15) days of the date on which the notice of automatic resignation was sent. Reinstatement may be granted only if the employee makes a satisfactory explanation to the City Manager as to the cause of his/her absence and his/her failure to obtain leave therefore, and the Manager finds that he/she is ready, able and willing to resume the discharge of the duties of his/her position or, if not, that he/she is entitled to an authorized leave of absence under the City's Personnel Rules and Regulations to commence upon reinstatement. An employee so reinstated shall not be paid salary for the period of his/her absence or separation or for any portion thereof.

31. NOTICE OF NEW HIRES

Once each month, the City shall notify the Union of all new employees hired into classifications represented by the Union.

32. RELATIONSHIP OF THIS AGREEMENT TO THE CITY'S PERSONNEL RULES AND REGULATIONS

If any provision of this Agreement conflicts with any provision of the Rules and Regulations of the Personnel System of the City of Walnut Creek, the provision of this Agreement shall prevail over the conflicting provision of said Rules and Regulations.

33. PROBATIONARY PERIOD

The provisions of Section 702 of the City's Personnel Rules and Regulations are amended to establish an eighteen (18) month probationary period for the classification of Police Dispatcher/Assistant. The existing provisions of Section 702 of the City's Personnel Rules and Regulations shall continue to apply to all other classifications assigned to the Unit.

34. LAY-OFF NOTIFICATION

In cases involving regular employees only, notice of layoff must be given to the employee and the Union at least 30 calendar days prior to the effective date of layoff. Employees so notified may be allowed reasonable amounts of time off with pay during that 30-day period to seek other employment with the approval of the Chief of Police.

35. LATERAL POLICE DISPATCHER/ASSISTANT

Within the sole discretion of the City Manager, the General Leave balance and accrual rate for any lateral Police Dispatcher/Assistant hired by the City after September 23, 2016, may be set commensurate with the individual's public sector dispatching experience within the General Leave accrual range for the City's Police Dispatcher/Assistant class.

36. COMMUNICATIONS TRAINING OFFICER PAY

Police Dispatcher/Assistants and Lead Police Dispatcher/Assistants shall receive additional compensation at 5% (five percent) of base salary for all hours worked as a Communications Training Officer while assigned to train employees.

DATED: _____

FOR THE TEAMSTERS LOCAL UNION NO. 856

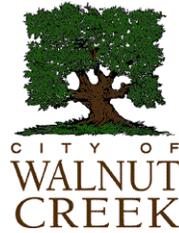
By: _____
Rudy Gonzalez, Vice-President and Organizing Coordinator
Teamsters Local Union No. 856

FOR THE CITY OF WALNUT CREEK

By: _____
Frances M. Robustelli, Interim City Manager

By: _____
Kelly Guertin, Human Resources Manager

EXHIBIT "1": SALARY SCHEDULE EFFECTIVE JUNE 5, 2015



CIVILIAN POLICE SALARY SCHEDULE BI-WEEKLY SALARY RATES

6/5/2015

CLASS TITLE	CLASS CODE	STEP A	STEP B	STEP C	STEP D	STEP E
Lead Police Dispatcher/Assistant	K140	\$2,609.87	\$2,740.36	\$2,877.38	\$3,021.25	\$3,172.31
Lead Police Services Officer	K135	\$2,171.93	\$2,286.24	\$2,406.58	\$2,533.24	\$2,666.56
Police Dispatcher/Assistant	K100	\$2,396.12	\$2,506.42	\$2,626.05	\$2,749.99	\$2,883.92
Police Records Technician	K105	\$2,014.86	\$2,106.49	\$2,207.85	\$2,310.74	\$2,424.15
Police Services Officer	K130	\$2,014.86	\$2,106.49	\$2,207.85	\$2,310.74	\$2,424.15
Property and Evidence Technician/Police Assistant I	K145	\$2,156.92	\$2,264.76	\$2,378.00	\$2,496.90	\$2,621.74
Property and Evidence Technician/Police Assistant II	K150	\$2,396.12	\$2,506.42	\$2,626.05	\$2,749.99	\$2,883.92

**EXHIBIT "2": CITY OF WALNUT CREEK GENERAL LEAVE PLAN
FOR CIVILIAN POLICE UNIT EMPLOYEES**

ARTICLE I

Definition

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, certain family member illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation.

ARTICLE II

Applicability

This General Leave Plan shall apply to regular and part-time employees in the Civilian Police Unit.

ARTICLE III

General Leave Credits

1. Effective with the pay period beginning June 5, 2015, eligible regular full-time employees shall be entitled to the following annual accrual equivalent to an eight-hour workday.

<u>Years of Completed Service</u>	<u>General Leave Accrual</u>
Up to 4	160 working hours (20 days)
5 thru 9	184 working hours (23 days)
10 thru 14	208 working hours (26 days)
15 thru 19	224 working hours (28 days)
20 thru 24	232 working hours (29 days)
25 or more	240 working hours (30 days)

2. General leave shall be earned in working hours on a pay period basis.

3. Eligible part-time employees shall accrue hourly general leave credits in an amount proportionate to the ratio of scheduled hours of work per week to the standard workweek. Part-time employees regularly scheduled to work less than 20 hours a week, and temporary and emergency employees shall not earn general leave.

4. General leave credits are not earned during periods of unpaid leave. Absence without pay or partial months of employment (e.g. last month of employment) shall cause the pay period accrual of leave to be reduced on a pro-rated basis.

5. Upon completion of the first full pay period of continuous active service following appointment, regular and part-time employees shall be eligible to use accrued general leave, subject to the provisions of Article V.

6. Maximum Accumulation: General leave credits may be accumulated until a maximum of 540 hours is reached, at which time the excess hours will be lost. An employee who has exceeded or is nearing the 540 hour maximum and who is in jeopardy of losing future hours of earned credit due to current inability to use or transfer the hours of credit, may propose a program subject to the City Manager's approval to effectively reduce the general leave balance within two years by either using the general leave credits as provided in Article V; or converting the credits to pay or sick leave as provided in Article VI, or have General Leave hours in excess of the 540 hour maximum thereafter accrue to the sick leave bank, or any combination of these methods. Whenever such a program has been approved by the City Manager, the City Manager may allow the employee to accumulate a maximum of 640 hours of general leave credit. Notwithstanding Articles IV, V, or VI and solely for the purposes of this subsection, any employee may establish a sick leave bank subject to City Manager approval.

7. Employees otherwise exempt from the Fair Labor Standards Act (FLSA) shall not have their salary reduced for General Leave use for absences of less than a day, when all General, administrative or compensatory time balances, or sick leave balance if appropriate, are exhausted. Such absences shall be shown as negative General Leave balances; the negative balance shall be reduced by the crediting of future earned leave.

ARTICLE IV

General Leave Implementation

When an employee who has accrued vacation and sick leave credits becomes eligible to participate in the General Leave Plan, unused leave credits shall be transitioned on the first day of General Leave Plan eligibility as follows:

1. Vacation Leave Credits: All unused vacation leave credits shall be converted to general leave credits on an hour for hour basis.

2. Sick Leave Credits: All unused sick leave credits shall be maintained as a bank of sick leave hours to be used in accordance with the provisions of Article V of this Plan.

During the first six months of participation in the General Leave Plan, employees who have accrued sick leave credits transferred to a sick leave bank, shall be permitted to use sick leave for absence due to his/her illness or to attend to an illness of his/her child, parent, spouse, or domestic partner, and for medical and dental appointments. Beginning the seventh month of General Leave Plan participation, an employee may use sick leave credits in accordance with Article V of this Plan. New employees hired into classes covered by this General Leave Plan will not be eligible to establish a sick leave bank.

ARTICLE V

General Leave Usage

Department Directors are responsible for arranging leave schedules so that adequate personnel are available to carry on necessary City work. The use of general leave shall require approval of the Department Director or his/her designee. Whenever possible, general leave requests must be approved in advance of the days to be taken as general leave. The procedure for requesting the use of general leave shall be as follows:

1. Non-medical Personal Leave: Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Director, or the employee's supervisor. The time and amount of general leave to be taken for non-medical purposes shall be determined by the Department Director with due regard for the wishes of the employee and particular regard for the needs of the City.

2. Medical Leave: An absence from work due to an employee's illness or for a medical or dental appointment shall be referred to as medical leave. The Department Director may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The determination and final approval of general leave for medical reasons shall be made by the Department Director.

3. An employee may request general leave for an unanticipated absence from work (e.g. medical leave, car trouble, care of children, etc.) by notifying his/her supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by his/her supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Director approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence.

4. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit his/her ability to report for work at the earliest possible time.

5. Medical examination by the City's examining physician may be requested by the Department Director after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Director or Personnel Officer based upon medical information supplied by the employee's physician and/or the City's physician.

6. General leave may not be used to supplement long-term disability payments.

7. On-the-job Injury (OJI): An employee absent from work because of a temporary

disability which is defined as industrial under the Workers' Compensation Act shall be entitled to an industrial leave as follows:

(a) When a non-public safety employee is off work as the result of a valid on-the-job injury or illness sustained in the service of the City, the city shall continue his/her pay in the amount of his/her monthly rate for up to but no longer than sixty (60) cumulative working days per injury. In addition to the foregoing, when an employee is off work as the result of a valid on-the-job injury or illness, during each annual period beginning on the first anniversary date of the injury or illness, the City shall continue his/her pay in the amount of 50% of his/her monthly rate for up to but no longer than thirty (30) additional cumulative working days per injury. Any of these 30 additional days not used during an annual period may not be carried over into subsequent years. If an employee receives pay in the amount of 50% of his/her monthly rate for any day(s) pursuant to this section, the employee may use any accrued leave for the balance of such day(s) in order to receive 100% of his/her monthly rate. For the purpose of this section, working days shall include scheduled days off work due to the same valid on-the-job injury or illness on both the working day before and after the holiday. For any salary continuance benefit paid under this section, the City shall only pay that amount necessary to make up the difference between the employee's monthly rate and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City. Such pay shall be considered as on-the-job injury leave and shall not be charged as sick leave. In no event shall an employee be entitled to receive both the foregoing benefit and the long-term disability benefit for the same day(s).

(b) Public Safety employees may continue to receive regular salary for up to one year when incapacitated for work due to an on-the-job injury or illness, as provided for in the Labor Code.

(c) When an employee has exhausted OJI leave, he/she may charge general leave credits (or unused sick leave) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

8. Use of General Leave When Permanently Incapacitated: General leave shall not be used to continue the salary or employment of any employee after it has been determined that such employee is permanently incapacitated for a return to employment and is eligible for disability retirement.

9. Disability Income Protection: A disability income protection plan shall be provided for all employees covered by the General Leave Program. The disability income protection plan shall have a waiting period of thirty (30) calendar days before the benefits shall be extended to an employee. The benefits, terms and conditions are described in the Long-term Disability Insurance Plan.

10. General Leave Advance: The City Manager may advance up to ten (10) days of general leave. Should an employee take general leave in excess of his/her accrual and

subsequently terminate, the City shall deduct from his/her final paycheck an amount equal to the unaccrued general leave that was used.

11. Use of Sick Leave: Only employees who have unused sick leave credits earned under the City's sick leave plan shall be eligible to establish a sick leave bank as provided by Article IV of this Plan. Credits in a sick leave bank may be used if one of the following conditions apply.

(a) With the approval of the Department Director, an employee absent due to his/her illness or injury may use unused sick leave balances.

(b) With the approval of the Department Director, an employee absent due to the illness or injury of a family member may use unused sick leave balances in accordance with applicable laws.

ARTICLE VI

1. General Leave Conversion to Pay or Sick Leave:

To be eligible for General Leave Conversion, an employee must have a minimum of 22 days (176 hours) of general leave or sick leave bank credits (or a combination thereof) remaining after the conversion. Each year in December up to sixty-four (64) hours of general leave may be converted as follows:

a. Buy-back: Upon using one-half of general leave credits accrued during the preceding 12-month period beginning on the first day of the first full pay period in November, an employee may request to receive pay for up to sixty-four (64) hours of general leave credits at the current hourly salary rate, according to the following schedule:

<u>Years of Completed Service</u>	<u>Hours</u>
Up to 4	40
5 thru 9	48
10 thru 14	56
15 or more	64

b. Sick Leave: In lieu of pay, an employee with a sick leave bank may convert up to 40 hours of general leave to the sick leave bank. General leave credits may be converted to sick leave credits on an hour-for-hour basis in order to provide security against extended illness and/or to accumulate PERS service credits.

ARTICLE VII

General Leave at Termination

1. An employee whose employment with the City terminates shall be paid for each hour of unused general leave. Payment for unused general leave shall be made at the hourly rate

of pay in effect for such employee at the time of separation.

2. An employee may use up to ten (10) days of general leave to extend a termination date beyond the last day actually worked. The use of more than ten (10) days shall be allowed only with the consent of the City Manager, or in the case of employees appointed by the City Council, the consent of the City Council.

3. When termination is caused by the death of an employee, pay for unused general leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Personnel Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

ARTICLE VIII

Holidays During General Leave

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking general leave, such employee shall not be charged as using general leave for that day. The employee's compensation for that day shall be holiday pay.

ARTICLE IX

Effect of Extended Military Leave

An employee who is granted a military leave of absence exceeding 180 calendar days may request payment for that part of general leave accumulation that remains as of the date the leave commences.

EXHIBIT “3”: HISTORICAL SALARY ADJUSTMENT METHODOLOGY

Historically, labor agreements between the City and the Unit included methodology, as set forth below in subsections 1 and 2, for determining and applying periodic cost-of-living adjustments (COLA) and market adjustments, if any. In the Memorandum of Understanding Extension Agreement dated July 1, 2008, the parties agreed to modify the historical methodology, as set forth below in subsection 3. As there are no cost-of-living adjustments or market adjustments provided in this Agreement this methodology shall not apply during the term of this Agreement. Upon expiration of this Agreement, there shall be no cost-of-living adjustments or market adjustments absent agreement in a new MOU.

1. Cost-of-Living Adjustments.

The salaries in effect for all classifications represented by the Union are increased by a percentage equal to the percentage increase in the Consumer Price Index - All Items for All Urban Consumers, San Francisco-Oakland-San Jose SMSA published by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month period ending in August of the year of the scheduled Consumer Price Index-based adjustment provided, however, that in no event shall the combined total of such salary increase together with any market adjustment exceed 7%.

2. Market Adjustments.

In addition, the City makes market adjustments, if any, to salaries as determined by the City’s review of labor market salaries in effect on August 1 of the year of the scheduled market adjustment and consistent with methods historically used by the City to make such adjustments. Specifically, such review includes a salary survey of currently established labor market agencies, as used as the basis for making prior market adjustments and as on file in the office of the Human Resources Manager for the benchmark classifications of Police Assistant and Police Records Technician. The City’s intent is to maintain salaries at the third quarter point market position as determined according to the City’s currently established methodology on file in the office of the Human Resources Manager. Market adjustments shall not be compounded with the CPI-based salary increase; instead, the market adjustment (if any) and the CPI-based salary increases shall be added together and then applied to the base salaries in effect for all Unit classifications.

3. In the Memorandum of Understanding Extension Agreement dated July 1, 2008, the parties agreed to modify the existing salary adjustment methodology such that in years in which a market survey is conducted, there will be no cost-of-living adjustment. The parties also agreed that a market survey does not guarantee that a salary adjustment will occur.