



MEMORANDUM OF UNDERSTANDING

Between

The City of Concord

and

**Office and Professional Employees
International Union (OPEIU), Local 29**



May 1, 2015 – June 30, 2019

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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 twelfth day of July, 2016, 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.

1.4. **Union Release**

The City agrees to pay up to eight (8) hours biannually for a maximum of two (2) stewards to attend stewards' council meetings, training, and other union-sponsored meetings. Requests for time off pursuant to this article shall be made at least two (2) weeks in advance, except by mutual agreement.

2. **SCOPE OF AGREEMENT**

This MOU applies to all classifications assigned to Local 29 by the Personnel Board pursuant to Policy and Procedure No. 37.34, Section 4.

3. **EMPLOYEE RIGHTS**

3.1 The Parties hereby incorporate by reference Policy and Procedure No. 37.34, 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.

4.4 Alternate Work Schedule

By mutual agreement between the Department Head and employee, subject to approval of the City Manager and side letter signed by the Union, the parties may agree to an alternate work schedule. Any agreement will be subject to a thirty (30) day termination notice by either party.

4.5 Telecommuting Agreement

By mutual agreement between the Department Head and the employee, subject to approval of the City Manager and side letter signed by the Union, the parties may agree to a Telecommuting Agreement. Any agreement will be subject to a thirty (30) day termination notice by either party. (See Administrative Directive No. 162, section K, and Administrative Directive No. 118.)

5. PAY

5.1 Step Increases

The Parties hereby incorporate by reference Policy and Procedure No. 37.7 Employment Status – Pay Plan, Section 3.4, in effect on the date of this MOU. Changes to Policy and Procedure No. 37.7, Section 3.4 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. 37.6 Classification Plan, in effect on the date of this MOU. Changes to Policy and Procedure No. 37.6 will become effective only after satisfying the City's meet and confer obligations.

The City will continue its practice of budgeting and paying all employee costs related to training and fees associated with required professional certification as specified in the respective job classifications.

5.2.1 Working Out of Class

5.2.1.1 *Definition.* Employees who are temporarily assigned by the City Manager, or designee, to perform a substantial amount of additional work customarily assigned to a higher classification.

5.2.1.2 *Pay Differential.* The salary increase received by an employee when working out-of-class will be determined by the City Manager based on the range of duties assigned. However, the standard increase will be five percent (5%). Once the Out-of-Class assignment ends, the pay differential shall be terminated. Termination of the pay differential is not discipline and the disciplinary appeal process does not apply under these circumstances.

5.2.1.3 *Duration.* Out-of-Class assignments must not extend past six (6) months except through written authorization of the City Manager, or designee.

5.3 Pay Administration Tables

5.3.1 Pay Table Professional Unit - Table of Pay Grades and Hourly Rate Ranges as of July 18, 2016 and July 3, 2017, pay assignment of the Professional Unit classes (pay table attached as 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 Effective July 18, 2016, base wages for all bargaining unit classifications will be increased by 8.5% (reflecting a 2.5% base wage increase for 2015-16 plus a 3% base wage increase for 2016-17, plus an additional 3% base wage increase in recognition of the union's agreement to the retirement medical changes in this agreement).

In addition, in the first full pay period following Council adoption, all bargaining unit members employed as of that date will receive a one-time lump sum payment of \$2,000.

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

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

5.7. Steps/Merit System

Effective October 1, 2013, Local 29 members will participate in the Results Based Performance Management System for salary step increase eligibility.

OPEIU Local 29 members will receive training on this system prior to the October 1st effective date.

Normally, and as a general rule, upon employment, reemployment, rehire, and upon progress and productivity, employees shall be considered for initial placements and subsequent step advancement according to Policy & Procedure 37.7 Employment Status – Pay Plan.

An employee who receives an overall "Not Fully Achieves Expectations" will not be considered for any merit or length of service step advancement until an overall "Achieves Expectations" rating is established. Where an employee receives an overall rating of "Not Fully Achieves Expectations" on two consecutive occasions, disciplinary action may be taken by the appointing authority as provided in Section 13.

An employee who receives an overall “Not Fully Achieves Expectations” and does not receive a step increase may appeal this decision to his or her Department Head. If the employee is not satisfied with the outcome of the decision he/she may request a meeting with the City Manager. The City Manager will meet with the employee to discuss the evaluation. The employee may be accompanied by their union representative. The decision of the City Manager will be final.

6. OVERTIME

- 6.1** The Parties hereby incorporate by reference Policy and Procedure No. 37.14, 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:

Observed

New Year’s Day.....	January 1 st
Martin Luther King Jr. Day	Third Monday in January
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.....	As Proclaimed by the President
Christmas Eve.....	December 24 th
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. 37.17 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.

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

8.1.2 On September 9 of each calendar year, employees in pay status shall accrue an additional eight (8) hours of vacation in lieu of an Admissions Day holiday. Such vacation accrual shall occur at the end of the pay period which includes September 9 and shall be credited to the employee's vacation balance regardless of the number of hours paid during the pay period. However, such vacation accrual shall not be credited in any amount that exceeds the employee's vacation accrual maximum unless specifically authorized by, and at the sole discretion of, the City Manager after considering alternatives that may be available. The City agrees to provide advance notification to those employees who may, as a result of such crediting, exceed their vacation maximum so that they may schedule vacation time or initiate other appropriate action in order to avoid a loss. Such notification shall be with the understanding that it is the employee's

responsibility to initiate the appropriate request. For purposes of this section, pay status means the employee has worked or is on authorized paid leave of absence for at least four hours on the workday prior to and following the holiday. Employees on authorized or unauthorized leaves of absence without pay are not considered to be in pay status during the leave of absence.

9. REDUCTIONS IN FORCE/LOSS OF EMPLOYMENT STATUS

9.1 Layoff and Reemployment

The Parties hereby incorporate by reference Policy & Procedure No. 37.33 Layoff, Displacement, Re-employment in effect on the date of this MOU. Changes to Policy & Procedure No. 37.33 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 & Procedure No. 37.7 Employment Status – Pay Plan, Section 2.3.6, and Policy & Procedure No. 37.20 Personal Leave, Section 3.8 in effect on the date of this MOU. Changes to Policy & Procedure No. 37.7, Section 2.3.6, and Policy & Procedure No. 37.20, Section 3.8 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 Policy & Procedure No. 77 Family and Medical Leave.
- 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.
- 10.1.7 Use of Sick Leave. An eligible employee can only be granted sick leave with pay upon recommendation of the appointing authority for the following:

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

10.1.7.2 In the event of the serious illness or death of a member of the employee's immediate family.

Immediate Family means an employee's spouse, a biological, adoptive or foster parent (including a step-parent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child) parent, brother, sister, child (defined to include a biological or legally adopted child, a foster child, a step-child, legal ward, or a child to whom the employee stands in loco parentis. This definition of child is applicable regardless of age or dependency status.), registered domestic partner, parent-in-law, sibling, grandchild, grandparent, or any or either of them.

10.1.7.3 In the event of a scheduled medical or dental appointment for the eligible employee, the employee's spouse, the employee's registered domestic partner, or the employee's dependent children that requires the employee's absence from work.

10.2 Bereavement Leave

An employee will be entitled to a maximum of four (4) days of bereavement leave to attend a funeral in the State of California or a maximum of five (5) days of bereavement leave to attend a funeral outside the State of California 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, grandparents, or grandchildren of the employee or the employees' 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

13.1 Cause of Disciplinary Action

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

- 13.1.1 Fraud in securing appointment or falsification concerning records, fellow employees, or work performed.
- 13.1.2 Incompetency or inefficiency.
- 13.1.3 Inexcusable neglect of duty.
- 13.1.4 Insubordination.
- 13.1.5 Willful disobedience.
- 13.1.6 Endangering self or others, or failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.
- 13.1.7 Being under the influence of alcohol or any controlled substances while on duty; including but not limited to drunkenness on duty or intoxication on duty.
- 13.1.8 Illegal use of narcotics or drugs or use to the detriment of work performance.
- 13.1.9 Dishonesty or immorality.

- 13.1.10 Conviction by any state or by the Federal Government for a crime, the punishment for which could have been imprisonment in a federal penitentiary or a state prison; or conviction of any crime involving moral turpitude.
- 13.1.11 Unauthorized absence without leave.
- 13.1.12 Discourteous or non-cooperative treatment of the public or other employees.
- 13.1.13 Misuse of or misappropriation of City property or funds.
- 13.1.14 Improper political activity as defined in Section 2.40.180 of the Municipal Code.
- 13.1.15 Failure to abide by any condition of employment stipulated in the Personnel Ordinance; Personnel Rules, any personnel Policy & Procedure, Administrative Directive or Memorandum of Understanding used in the establishment and maintenance of the City's personnel program; or by formal action of the Council or Board.
- 13.1.16 Failure to meet financial obligations to the extent that this leads to repeated attachment or garnishment of wages.
- 13.1.17 Acceptance of gifts or gratuities for favors or services performed during the course of City employment or due to City employment.
- 13.1.18 No City-owned, leased, or rented equipment, autos, trucks, instruments, tools, supplies, machines, or any other item which is the property of the City shall be used by any City employee while said employee is engaged in any outside employment or activity for compensation or otherwise for personal use, except upon prior authorization of the City Manager. Further, no City employee shall allow any person to rent, borrow, or use any of the items mentioned, except upon prior authorization of the City Manager.

Violations and Penalties. Any violation of these provisions respecting use of City property shall constitute sufficient grounds for disciplinary action, including immediate dismissal of the employee from the City service.

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

- 13.1.20 Consuming, purchasing, or transporting any alcoholic beverages or illegal substances, or abusing the use of controlled substances during any portion of the paid duty time. This includes all coffee breaks, unpaid lunch breaks and during any overtime hours worked. The consumption of alcoholic beverages or illegal substances during unpaid lunch breaks is likewise prohibited.

Note: The Union's agreement to prohibit consuming alcoholic beverages or illegal substances during unpaid lunch breaks was conditioned upon implementation of the same policy for managers and professional as well as the ATC/F&O units. That condition has been fulfilled.

13.2 Extent of Disciplinary Actions

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

- 13.2.1 Warning Notice is an informal procedure used by a supervisor to caution an employee and is not an official disciplinary action. The warning notice may be issued verbally or in writing. If the notice is presented in writing, the form titled "Employee Discussion Record" (Form PER 30) shall be used, and it shall be retained within the employee's department and purged after one (1) year if the situation corrects itself. In using this procedure, a written warning is not to be forwarded to the Human Resources Director for filing in the employee's official personnel file. Warning notices are not subject to either the grievance procedure or discipline appeal process; however, they may be considered as pertinent evidence or information in any hearing resulting from any subsequent official action taken.
- 13.2.2 Written Reprimand as a disciplinary action means official notification to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if said cause is not corrected. Written reprimands shall be given in the manner and on forms prescribed or accepted by the Human Resources Director. Written reprimands shall be made a part of the employee's official personnel record and may be considered as pertinent evidence or information in any hearing. Written reprimands are not subject to the discipline appeal procedure, but may be subject to the grievance procedure.
- 13.2.3 Suspension without pay shall be a temporary separation from City service not to exceed thirty (30) consecutive days.

- 13.2.4 Reduction in Step within range as a disciplinary measure is the withdrawal of step advancements granted for merit, efficiency, and length of service. Reduction in pay shall become effective on the effective date of the disciplinary action. Reduction may be made on permanent or temporary basis.
- 13.2.5 Demotion without consent as a disciplinary action shall be a reduction in classification to a classification having a lower maximum salary with reduction in salary in accordance with Policy & Procedure 37.7 Employment Status – Pay Plan, section 3.4.7. Demotion without consent may be made to the classification having the lowest maximum salary in the classification series or a classification series comparable to that within which the employee's position is located. Demotion may be made on a permanent or temporary basis.
- 13.2.6 Dismissal means the termination of an employee from the City service.

13.3 Authority for Disciplinary Actions

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

13.4 Notice to Employees

Before taking any of the disciplinary actions specified in Section 13.2 of the MOU against any employee who has passed a probationary period for a position in the City's Competitive Service, the City shall cause to be served, personally or by certified mail, to the employee a "Notice of Intent to Take Disciplinary Action". Such notice shall contain:

- 13.4.1 A statement describing the proposed disciplinary action.
- 13.4.2 A reference to the rule or standard violated.
- 13.4.3 A summary of the facts, including acts or omissions, which substantiate that the rule or standard was violated.
- 13.4.4 A statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based.

13.4.5 A statement that the employee upon whom such Notice of Intent to take Disciplinary Action has been served shall have at least five (5) working days from the receipt of the notice to respond to the City, either orally or in writing, before the proposed action is taken.

13.4.6 A statement that failure to respond to the notice will be regarded as a waiver of the employee's subsequent right to respond to the notice.

13.5 Employee Response

Upon the employee's request, and for cause acceptable to the appointing authority, the City may extend the period for submitting a response. The City shall confirm such extension in writing. If the employee's response is not received within the period specified in the original Notice of Intent, or within an authorized extension period, any subsequent right to respond shall be forfeited.

13.6 Order of Disciplinary Action

At the expiration of the response period, and after consideration of the employee's response, if any, the appointing authority shall determine if disciplinary action is warranted. If so, a written notice, including specific charges as to offense and the time, place, and circumstances of such offense shall be made to the employee at the time when any disciplinary action is made effective, provided that in emergency situations or other instances when simultaneous notification is not practicable, written notification may be given the following normal City working day. Said notice shall, whenever possible, be made in the form prescribed by the Human Resources Director and copies shall be submitted to the Human Resources Director for the employee's official personnel record.

13.7 Effective Date

A disciplinary action shall be effective as of the time designated by the person or persons authorizing the action, provided that no disciplinary action shall be recorded with an effective date which is prior to the date such action is taken. In addition, except for suspensions under emergency situations, the effective date shall not be earlier than the date of the notice of Order of Disciplinary Action.

13.8 Right of Appeal

An employee who has been suspended, demoted, dismissed, or whose pay step is reduced in the pay range shall be entitled to request a hearing as set forth below. Written reprimands shall not be subject to the discipline appeal process, but may be subject to the grievance procedure as provided in Section 14 (Grievance Procedure).

13.9 Employee Representative

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

13.10 Appeal Procedure

The following procedure shall be used in the appeal process:

- 13.10.1 **Protest.** Within seven (7) working days of the receipt of written notice of Order of Disciplinary Action, the disciplined employee may protest the disciplinary action. Such protest shall be in writing and given to the Human Resources Director.
- 13.10.2 **Hearing.** The Human Resources Director, within seven (7) working days of the receipt of such an employee's protest, shall initiate arrangements to hold a hearing between the City Manager or designee and the employee.
- 13.10.3 **Specification of Intent.** The City Manager or designee shall consider the disciplined employee's protest presentation and any other pertinent information that may be forthcoming during the hearing. Within seven (7) working days subsequent to such hearing the City Manager or designee may revoke, modify, or affirm the initial disciplinary action and shall notify the employee, in writing, of the intended action, together with any further relevant information. A copy of the notice will be sent to the Human Resources Director.
- 13.10.4 **Appeal to Personnel Board or Arbitrator.** If the matter has not been settled, the employee may, within seven (7) working days of the receipt of the City Manager's or designee's specification of intention, request in writing to the Human Resources Director that an investigation and decision of the matter be made by either, but not both, the Personnel Board or an arbitrator, subject, in cases submitted to arbitration, to the execution in writing of "An Agreement for Arbitration" signed by the employee, the employee's representative (if any), and the City Manager.
- 13.10.5 **Personnel Board.** In considering an employee appeal, the Personnel Board shall investigate and hear the appeal and shall make findings and a decision. The decision of the Personnel Board will have the effect of a judgment.
- 13.10.6 **Arbitrator.** The agreement for arbitration will provide that the arbitration decision will have the effect of a judgment. Except as may be otherwise provided herein, the provisions of Title 9, commencing

with Section 1280 of the Code of Civil Procedure dealing with arbitration will apply.

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

The cost of arbitration, including the incidental expenses of the hearing shall be borne equally by the parties.

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

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

13.10.7.1.1 There is no evidence to justify the disciplinary action taken.

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

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

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

13.10.7.2 **Reimbursement for Lost Pay.** Reimbursement shall be made as directed by the Personnel Board or arbitrator, whichever is selected, to an employee for loss of pay due to a disciplinary action which is subsequently revoked or modified. Such reimbursement pertains to and is confined to the period of time between the date of initial action under Section 13.7 and ending with the date of final decision.

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

13.11 Waiver of Steps or Time Limits

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

13.12 No Interruption of Work

During the determination of a discipline appeal herein, there shall be no interruption of scheduled work relating to the discipline appeal, except as provided by Section 13.9.

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. GRIEVANCE PROCEDURE

14.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any City official shall be final; the interpretation or application of those provisions not being subject to the grievance procedure.

14.2 Employee Representative

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

14.3 Class Actions

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

14.4 Parties' Intent

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

14.5 Procedure

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

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

- 14.5.3 **Third Step.** If the grievance has not been disposed of in the second step, the employee, within seven (7) working days after receiving the department's written reply, shall forward the written grievance to the City Manager or the City Manager's designated representative, who will review the facts and issues and make such further investigation as is necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and with normal conduct of the City's business. Upon reaching such conclusion, but in any event within ten (10) working days of the receipt of the grievance statement, the City Manager or the City Manager's designated representative shall reply in writing to the employee setting forth the City's decision.
- 14.5.4 **Fourth Step.** Within seven (7) working days after receiving the City Manager's written decision, the employee may submit the grievance for consideration by either, but not both, the Personnel Board or an arbitrator, subject, in each grievance submitted to arbitration, to the execution of "An Agreement for Arbitration" signed by the employee, the employee's representative (if any), and the City Manager.
- 14.5.5 **Personnel Board.** In considering an employee grievance, the Personnel Board shall hear and investigate the grievance and shall make findings and a decision. The decision of the Personnel Board will have the effect of a judgment.
- 14.5.6 **Arbitrator.** The agreement for arbitration will provide that the arbitration decision will have the effect of a judgment. Except as may be otherwise provided herein, provisions of Title 9, commencing with Section 1280 of the Code of Civil Procedure dealing with arbitration, will apply.

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

The cost of arbitration, including the incidental expenses of the hearing shall be borne equally by the parties.

- 14.5.7 **Decision - Final and Binding.** The decision of the Personnel Board or the arbitrator, whichever is selected, shall be made in writing within ten (10) working days of the close of the investigation and/or hearing,

shall direct the appropriate appointing authority in the disposition of the case, and shall be final and binding upon both parties. In each grievance matter, the Personnel Board and the arbitrator shall be restricted to the interpretation and application of existing policies, rules, directives, or procedures and shall not change existing wage rate schedules or employee benefits.

14.6 Waiver of Steps or Time Limits

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

14.7 No Interruption of Work

During the determination of a grievance herein, there shall be no interruption of scheduled work relating to the grievance, except as provided for in Section 14.2.

15. SAFETY AND HEALTH

15.1 Safety

The City will provide an annual allowance in the amount of \$150 to employees who are required to perform field work for the purpose of purchasing safety boots complying with standards established by the Safety Committee. This allowance shall be paid in the first full pay period in July.

15.1.1 The City shall provide to employees assigned to Building Inspection Supervisor, Public Works Supervisor, and Construction Inspection Supervisor classes an annual clothing allowance of \$350. Such allowance shall be paid in the month of July. The purpose of this allowance is for the purchase of a uniform as designated by the Director of Community and Economic Development and Director of Public Works. The wearing and use of such uniform shall conform to the Uniform Policy set by the Director of Community and Economic Development.

15.1.2. All employees performing field work shall be provided, on an individual basis, safety glasses pursuant to Policy and Procedure No. 106, in addition to hard hats, and safety vests.

15.2 Wellness Program

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

15.3 Drug and Alcohol Use and Testing

- 15.3.1 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.
- 15.3.2 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 856 bargaining unit. That condition has been fulfilled.
- 15.3.3 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.
- 15.3.4 An employee who violates these provisions will be subject to disciplinary action.

16. BENEFIT PLANS

16.1 Medical

16.1.1 Active Employees

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

16.1.1.2 As soon as practical, but not later than 90 days from the effective date of the agreement, the City shall pay 90% of the Kaiser premium at each rate of coverage (Employee Only, Employee plus 1, and Employee plus 2 or more):

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

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

The City contribution towards medical premiums shall be calculated as follows: 90% of 2016 Kaiser premium + ((current Kaiser premium – 2016 Kaiser premium)*(.75)).

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

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

16.1.2 *Flexible Spending Account (IRC Section 125)*

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.

- 16.1.2.1 As soon as practical, but not later than 90 days from the effective date of the agreement, the City will expand the existing premium conversion arrangement under IRC Section 125 to enable pre-tax contributions for medical insurance only by the City on behalf of participating employees.

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

- 16.1.2.3 The City shall make a premium contribution on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution, equals the City contribution calculated in Section 16.1.1. For 2016, the

PEMHCA minimum is \$125.

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

16.1.2.4 Any employee who has health plan coverage as a result of being an eligible dependent of another City employee, or who has health plan coverage as an eligible dependent of a person employed elsewhere, may request that their health plan coverage as an employee of the City be terminated, and that they be paid the amount of the monthly health waiver benefit as follows:

- For those qualified and hired by the City of Concord before January 1, 2015, Medical in Lieu shall be \$500. (These employees also received a one-time lump sum payment in the amount of \$750, which was paid during the first full pay period in January 2015);
- For those qualified and hired by the City on or after January 1, 2015, Medical in Lieu shall be \$200; and the "waiver" benefit shall be capped at these levels.
- To participate in this program, employees shall waive their individual health plan coverage by signing a form provided by the City and providing proof of the alternate medical coverage to the Human Resources Department. Such proof must be resubmitted each year during the City's health waiver recertification period. If such proof is not provided by the end of the recertification enrollment period, payments shall be stopped and the employee will be enrolled in a health plan effective January 1st of the following year.

16.1.2.5 Consistent with applicable laws and regulations, each worker may authorize salary deductions for any benefits permitted by law and provided for in the FSA plan document. Those benefits will include:

- a. Health insurance in accordance with PERS regulations and Federal law;
- b. Child care expenses not otherwise reimbursed by the City;
- c. Any qualified personal medical, dental and vision care expenses not covered by the City's plans,

- d. including but not limited to deductibles, co-payments, medication and medical equipment;
Commuter Benefits

16.1.3 *Retiree Medical Insurance*

16.1.3.1 Current employees hired prior to 7/12/2016 and who meet the requirements set forth in this section shall be vested in the flat dollar contribution rates set forth in the chart below. For active employees hired before 7/12/2016 and who work for the City of Concord continuously for five (5) or more years, who retire directly from the City, in accordance with CalPERS and PEMHCA requirements, the City shall reimburse the retirees up to the following amounts determined by the level of coverage selected and plan type:

Plan Types:

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

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

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

City contributions to medical premiums shall not exceed 100% of the premium cost for the applicable level of Kaiser coverage.

- 16.1.3.2 Employees hired on or after 7/12/2016 and employees hired before 7/12/2016 but who work fewer than five (5) contiguous years for the City of Concord shall have no vested right to retiree medical benefits beyond the minimum contribution rate provided by law. However, any employee who retired directly from City of Concord and was eligible for the retirement medical benefit prior to 7/12/2016, but subsequently returns to employment with Concord shall retain his/her eligibility for retirement health benefits pursuant to 16.1.3.1. In addition, any employee who has received a conditional offer of employment with the City prior to 7/12/2016 shall be treated as an active employee on the effective date for purposes of section 16.1.3.1.
- 16.1.4 Nothing in this agreement shall preclude the City from selecting an alternative health care provider (other than PEMHCA) after the expiration of this agreement, subject to bargaining obligations under state law. However, should the City change health care providers in the future, it shall continue to pay toward retiree health coverage in the amounts set forth in 16.1.3.1.
- 16.1.5 The City agrees to provide employee and dependent coverage as determined in 16.1.1 above when an 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.
- 16.1.6 *Health Care Coverage for Disabled Eligible Employees*
- Health care coverage may be extended to disabled eligible employees subject to the following provisions:
- 16.1.6.1 **Definitions**
- 16.1.6.1.1 Eligible employee means a person currently employed full-time by the City of Concord in a competitive service position.

16.1.6.1.2 Dependent means the eligible employee's legal spouse and/or children eligible for coverage by one of the City's health care programs.

16.1.6.1.3 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.

16.1.6.1.4 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.

16.1.6.1.5 Residual Balance of Unused Sick Leave means all hours of unused sick leave in excess of 800 hours.

16.1.6.2 Eligibility

16.1.6.2.1. 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.

16.1.6.2.2. Participation in extended health care coverage program by a disabled eligible employee and the employee's dependent(s) shall be voluntary.

16.1.6.2.3. 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.

16.1.6.3 Scope of Extended Health Care Coverage

16.1.6.3.1. 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.

- 16.1.6.3.2. 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.

16.1.6.4 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.

16.1.6.4.1 *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.

16.1.6.4.2 *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.

16.1.6.4.3 *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.

16.1.6.4.4 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.

16.1.6.5 Death of Disabled Eligible Employee

16.1.6.5.1 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.

16.1.6.5.2 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.

16.1.6.5.3 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.

16.1.6.6 **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.

16.1.7 *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.

16.2 **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".

16.3 **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.

16.4 **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.

16.5 **Retirement**

16.5.1 *Retirement Formula*

Bargaining unit employees hired before November 29, 2010, are entitled to retirement benefits under the California Public Employee Retirement System (CalPERS) 2.5% @ 55 retirement formula (Tier I).

Bargaining unit employees hired November 29, 2010, or later, who "classic members" are as defined by CalPERS, are entitled to

retirement benefits under the CalPERS 2.0% @ 55 retirement formula (Tier II).

Bargaining unit employees hired January 1, 2013 or later, who are “new members” as defined by CalPERS, are entitled to retirement benefits under the CalPERS 2% @ 62 retirement formula (Tier III).

16.5.2 *Employee Contribution Pick-up*

Effective the first pay period of July 2013, bargaining unit members will pay the entire Member Contribution. For employees in Tier 1, the Member contribution is eight (8%) percent. For employees in Tier 2, the Member Contribution is seven (7%) percent. For employees in Tier 3, the Member Contribution is one-half of the Normal Cost as calculated by CalPERS (currently 6.25%).

16.6 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.

16.7 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.

16.8 Tuition Reimbursement

16.8.1 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.

16.8.2 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.

- 16.8.3 Upon the written request of the union, the City agrees to constitute a joint committee within ninety (90) calendar days of adoption of the successor MOU whose purpose shall be to review the existing Educational Employee Incentive Program. The committee shall consist of two representatives selected by the union and two representatives chosen by the City. The committee will deliberate for no more than ninety (90) days and shall make its written recommendations regarding changes, if any, to the Human Resources Director for consideration.

16.9 Retirement Award Package

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

17. ENTIRE AGREEMENT

- 17.1 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.

17.2 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.

18. 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.

19. PAPERLESS PAYROLL

Effective the first pay period of March, 2013, the City will implement a paperless payroll system. As of the date, all bargaining unit members must agree to a direct/automatic deposit of their paycheck.

In the event that a bargaining unit member fails to establish a direct automatic deposit of his or her paycheck or needs to cancel the direct/automatic deposit for unforeseen reasons, the City will issue the employee a debit card with the City's primary financial institution, currently Bank of America. The debit card will be funded in each payday until the employees establishes or re-establishes a direct/automatic deposit of his or her paycheck.

20. 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, 2019. All salary, benefits, and other provisions in effect on May 1, 2015, shall continue at their same June 30, 2019 level until impasse procedures are exhausted. The parties will commence meeting and conferring toward a successor MOU on or before March 15, 2019.

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ATTACHMENT A

CITY OF CONCORD PAY TABLE PROFESSIONAL UNIT

<u>Job Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Step</u>	<u>Hourly Rate Effective 7/18/16</u>	<u>Hourly Rate Effective 7/3/17</u>
3536	Accountant I	010*	1	\$31.3983	\$32.3402
			2	\$32.9683	\$33.9573
			3	\$34.6167	\$35.6552
			4	\$36.3476	\$37.4380
			5	\$38.1649	\$39.3098
			6	\$40.0731	\$41.2752
3530	Accountant II	012*	1	\$36.6836	\$37.7841
			2	\$38.5178	\$39.6733
			3	\$40.4437	\$41.6570
			4	\$42.4658	\$43.7397
			5	\$44.5891	\$45.9267
			6	\$46.8186	\$48.2231
3709	Administrative Assistant	011	1	\$29.5257	\$30.4114
			2	\$31.0020	\$31.9320
			3	\$32.5521	\$33.5286
			4	\$34.1797	\$35.2050
			5	\$35.8887	\$36.9653
			6	\$37.6832	\$38.8136
3711	Administrative Coordinator	013	1	\$35.4644	\$36.5283
			2	\$37.2376	\$38.3547
			3	\$39.0994	\$40.2723
			4	\$41.0544	\$42.2860
			5	\$43.1072	\$44.4004
			6	\$45.2626	\$46.6204
3114	Assistant Engineer	012*	1	\$39.8446	\$41.0399
			2	\$41.8368	\$43.0919
			3	\$43.9287	\$45.2465
			4	\$46.1251	\$47.5088
			5	\$48.4314	\$49.8843
			6	\$50.8529	\$52.3784
3134	Assistant Planner	011*	1	\$31.5706	\$32.5177
			2	\$33.1491	\$34.1435
			3	\$34.8065	\$35.8506
			4	\$36.5469	\$37.6433
			5	\$38.3742	\$39.5254
			6	\$40.2929	\$41.5016

<u>Job Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Step</u>	<u>Hourly Rate Effective 7/18/16</u>	<u>Hourly Rate Effective 7/3/17</u>
3113	Associate Civil Engineer	014*	1	\$47.3262	\$48.7459
			2	\$49.6925	\$51.1832
			3	\$52.1773	\$53.7426
			4	\$54.7860	\$56.4295
			5	\$57.5255	\$59.2512
			6	\$60.4016	\$62.2136
3132	Associate Planner	012*	1	\$35.1198	\$36.1733
			2	\$36.8757	\$37.9819
			3	\$38.7195	\$39.8810
			4	\$40.6554	\$41.8750
			5	\$42.6883	\$43.9689
			6	\$44.8227	\$46.1673
3375	Building Inspection Supervisor	013*	1	\$40.5625	\$41.7793
			2	\$42.5905	\$43.8682
			3	\$44.7201	\$46.0617
			4	\$46.9560	\$48.3646
			5	\$49.3039	\$50.7830
			6	\$51.7691	\$53.3221
3377	Construction Inspection Supervisor	012*	1	\$37.5516	\$38.6781
			2	\$39.4291	\$40.6119
			3	\$41.4005	\$42.6425
			4	\$43.4706	\$44.7747
			5	\$45.6442	\$47.0135
			6	\$47.9264	\$49.3641
7121	Crimes and Intelligence Analyst	014	1	\$37.2365	\$38.3535
			2	\$39.0984	\$40.2713
			3	\$41.0532	\$42.2847
			4	\$43.1059	\$44.3990
			5	\$45.2612	\$46.6190
			6	\$47.5243	\$48.9500
3135	Economic/Redevelopment Specialist	014	1	\$37.2365	\$38.3535
			2	\$39.0984	\$40.2713
			3	\$41.0532	\$42.2847
			4	\$43.1059	\$44.3990
			5	\$45.2612	\$46.6190
			6	\$47.5243	\$48.9500
3710	GIS Program Analyst	012	1	\$31.8981	\$32.8550
			2	\$33.4930	\$34.4977
			3	\$35.1676	\$36.2226
			4	\$36.9261	\$38.0338
			5	\$38.7723	\$39.9354
			6	\$40.7110	\$41.9323

<u>Job Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Step</u>	<u>Hourly Rate Effective 7/18/16</u>	<u>Hourly Rate Effective 7/3/17</u>
3798	Housing Program Analyst	013	1	\$35.4644	\$36.5283
			2	\$37.2376	\$38.3547
			3	\$39.0994	\$40.2723
			4	\$41.0544	\$42.2860
			5	\$43.1072	\$44.4004
			6	\$45.2626	\$46.6204
3799	Housing Rehabilitation Coordinator	013	1	\$35.4644	\$36.5283
			2	\$37.2376	\$38.3547
			3	\$39.0994	\$40.2723
			4	\$41.0544	\$42.2860
			5	\$43.1072	\$44.4004
			6	\$45.2626	\$46.6204
3797	Housing Rehabilitation Specialist	010*	1	\$28.1221	\$28.9657
			2	\$29.5282	\$30.4140
			3	\$31.0046	\$31.9347
			4	\$32.5548	\$33.5314
			5	\$34.1825	\$35.2079
			6	\$35.8918	\$36.9685
3116	Junior Engineer	010*	1	\$34.0285	\$35.0493
			2	\$35.7300	\$36.8019
			3	\$37.5164	\$38.6418
			4	\$39.3923	\$40.5740
			5	\$41.3619	\$42.6027
			6	\$43.4300	\$44.7329
3702	Microcomputer Coordinator	011	1	\$29.5257	\$30.4114
			2	\$31.0020	\$31.9320
			3	\$32.5521	\$33.5286
			4	\$34.1797	\$35.2050
			5	\$35.8887	\$36.9653
			6	\$37.6832	\$38.8136
3791	Neighborhood Services Supervisor	013*	1	\$40.5625	\$41.7793
			2	\$42.5905	\$43.8682
			3	\$44.7201	\$46.0617
			4	\$46.9560	\$48.3646
			5	\$49.3039	\$50.7830
			6	\$51.7691	\$53.3221
3707	Network Engineer	012	1	\$31.8981	\$32.8550
			2	\$33.4930	\$34.4977
			3	\$35.1676	\$36.2226
			4	\$36.9261	\$38.0338
			5	\$38.7723	\$39.9354
			6	\$40.7110	\$41.9323

<u>Job Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Step</u>	<u>Hourly Rate Effective 7/18/16</u>	<u>Hourly Rate Effective 7/3/17</u>
3140	Plan Check Engineer	014*	1	\$45.6714	\$47.0415
			2	\$47.9549	\$49.3935
			3	\$50.3527	\$51.8632
			4	\$52.8703	\$54.4564
			5	\$55.5138	\$57.1792
			6	\$58.2895	\$60.0381
3378	Public Works Supervisor	012*	1	\$37.5516	\$38.6781
			2	\$39.4291	\$40.6119
			3	\$41.4005	\$42.6425
			4	\$43.4706	\$44.7747
			5	\$45.6442	\$47.0135
			6	\$47.9264	\$49.3641
7122	Senior Crimes and Intelligence Analyst	016	1	\$41.8400	\$43.0952
			2	\$43.9320	\$45.2499
			3	\$46.1286	\$47.5124
			4	\$48.4350	\$49.8880
			5	\$50.8567	\$52.3824
			6	\$53.3995	\$55.0014
3792	Senior Housing Rehabilitation Specialist	012	1	\$31.8981	\$32.8550
			2	\$33.4930	\$34.4977
			3	\$35.1676	\$36.2226
			4	\$36.9261	\$38.0338
			5	\$38.7723	\$39.9354
			6	\$40.7110	\$41.9323
3704	Senior Network Systems Engineer	013	1	\$35.4644	\$36.5283
			2	\$37.2376	\$38.3547
			3	\$39.0994	\$40.2723
			4	\$41.0544	\$42.2860
			5	\$43.1072	\$44.4004
			6	\$45.2626	\$46.6204
3130	Senior Planner	014*	1	\$39.3011	\$40.4801
			2	\$41.2662	\$42.5041
			3	\$43.3295	\$44.6293
			4	\$45.4961	\$46.8609
			5	\$47.7708	\$49.2039
			6	\$50.1594	\$51.6641
7123	Senior Police Crimes Analyst	011	1	\$29.5257	\$30.4114
			2	\$31.0020	\$31.9320
			3	\$32.5521	\$33.5286
			4	\$34.1797	\$35.2050
			5	\$35.8887	\$36.9653
			6	\$37.6832	\$38.8136

<u>Job Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Step</u>	<u>Hourly Rate Effective 7/18/16</u>	<u>Hourly Rate Effective 7/3/17</u>
3703	Senior Programmer Analyst	012	1	\$31.8981	\$32.8550
			2	\$33.4930	\$34.4977
			3	\$35.1676	\$36.2226
			4	\$36.9261	\$38.0338
			5	\$38.7723	\$39.9354
			6	\$40.7110	\$41.9323
3706	Senior Systems Analyst	014	1	\$37.2365	\$38.3535
			2	\$39.0984	\$40.2713
			3	\$41.0532	\$42.2847
			4	\$43.1059	\$44.3990
			5	\$45.2612	\$46.6190
			6	\$47.5243	\$48.9500
3570	Supervising Accountant	014*	1	\$43.2900	\$44.5887
			2	\$45.4545	\$46.8181
			3	\$47.7272	\$49.1590
		<i>Effective 9/27/2016</i>	4	\$50.1135	\$51.6169
			5	\$52.6192	\$54.1977
			6	\$55.2502	\$56.9077
3705	Web Coordinator	010	1	\$27.3012	\$28.1202
			2	\$28.6663	\$29.5262
			3	\$30.0996	\$31.0025
			4	\$31.6046	\$32.5527
			5	\$33.1848	\$34.1803
			6	\$34.8441	\$35.8894

**Market Rate*

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.

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.

Upon the written request of the union, the City agrees to constitute a joint committee within ninety (90) calendar days of adoption of the successor MOU whose purpose shall be to review the existing Educational Employee Incentive Program. The committee shall consist of two representatives selected by the union and two representatives chosen by the City. The committee will deliberate for no more than ninety (90) days and shall make its written recommendations regarding changes, if any, to the Human Resources Director for consideration.

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.
 - 4.4.2 The manager and the employee both retain a copy of the Request form in their working files.
 - 4.4.3 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.
 - 4.4.4 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.
 - 4.4.5 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.
 - 4.4.6 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.
 - 4.4.7 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.
 - 4.4.8 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.
 - 4.4.9 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.

4.4.10 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.

4.4.10.1 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 COMPLETEION 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



City of Concord and OPEIU Local 29 – Contract Negotiations

June 29, 2016

SIDE LETTER

Language:

If, in the current round of negotiations for a successor MOU, the City agrees with POA to a higher maximum annual contribution toward retiree medical premiums for current active employees (i.e., employees hired prior to the effective dates of the agreement) than the amount tentatively agreed to for current active employees (i.e., employees hired prior to the effective date of the OPEIU Local 29 agreement) represented by OPEIU Local 29, the parties will reopen and the City will offer the same contribution to OPEIU Local 29. This agreement shall not be precedential.

City: Dan Jones 6/29/16

Union: Kelly A. A.

Signatures

**FOR THE OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL 29:**



Tamara Ruben
President, OPEIU Local 29

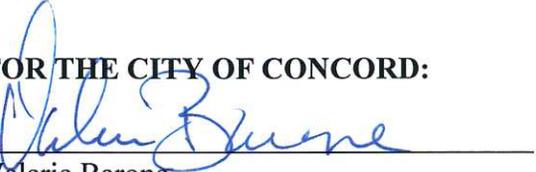
Date: 10/17/2017



Kelly Gschwend
*Vice President/Business Representative,
OPEIU Local 29*

Date: 10-17-17

FOR THE CITY OF CONCORD:



Valerie Barone
City Manager

Date: 9/27/17



Elia Bamberger
Director of Human Resources

Date: 9/27/17