

## MEMORANDUM OF UNDERSTANDING

*Between*

**The City of Concord, California**

*and*

**The Administrative, Technical & Clerical Representation Unit  
Public Employees' Union, Local One, and**

**The Field & Operations Representation Unit  
Public Employees' Union, Local One**



## TABLE OF CONTENTS

GENERAL INTRODUCTION.....	1
1. <b>RECOGNITION</b> .....	1
2. <b>SCOPE OF THE MOU</b> .....	1
3. <b>EMPLOYEE REPRESENTATION</b> .....	2
3.1 Agency Shop/Dues Deduction.....	2
3.2 Representation by Employees.....	3
4. <b>MANAGEMENT RIGHTS</b> .....	3
5. <b>NON-DISCRIMINATION</b> .....	3
6. <b>HOURS OF WORK</b> .....	4
6.1 General.....	4
6.2 Breaks .....	4
6.3 Clean-up.....	4
6.4 Lunch Period.....	5
6.5 Variable Work Schedule.....	5
6.6 Overtime Meal .....	6
6.7 Furloughs .....	6
7. <b>PAY</b> .....	7
7.1 Pay Ranges.....	7
7.2 Changes to the Pay Ranges.....	7
7.3 Step Assignments and Advances within the Pay Ranges .....	8
7.4 Pay for Higher Class Work.....	11
7.5 Standby Pay .....	12
7.6 Special Salary Adjustments .....	14
7.7 Call Back.....	14
7.8 Classification Study .....	14
7.9 Point Factor Classification System.....	15
8. <b>PERFORMANCE STANDARDS AND REPORTS</b> .....	15
8.1 Review with Employee.....	15
8.2 Not used. ....	15
8.3 Follow-up Reports .....	15
8.4 Protest of Ratings.....	16
9. <b>PAY PREMIUM</b> .....	16
9.1 Overtime Pay .....	16
9.2 Compensatory Time.....	17
9.3 Pay Differentials .....	17

9.4	Bilingual Pay.....	19
9.5	Matron Duty.....	19
9.6	Night Shift Premium Pay .....	20
10.	<b>HOLIDAYS</b> .....	21
11.	<b>VACATIONS</b> .....	23
12.	<b>EMPLOYMENT, ADVANCEMENT &amp; RETENTION</b> .....	25
12.1	Probation.....	25
12.2	Status of Employee .....	25
12.3	Lay-off and Re-employment.....	29
12.4	Loss of Employment Status .....	35
13.	<b>CONTRACTING OUT</b> .....	35
14.	<b>LEAVES OF ABSENCE</b> .....	35
14.1	Sick Leave.....	35
14.2	Bereavement Leave.....	38
15.	<b>AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY</b> .....	38
15.1	Personal Leave .....	38
15.2	Authorized Leave of Absence Without Pay for Military Duty.....	39
15.3	Authorized Leave of Absence Without Pay for Job Injury.....	39
15.4	Family Care Leave.....	40
15.5	Catastrophic Leave.....	40
15.6	Union Business (Release Time).....	40
16.	<b>JURY DUTY</b> .....	40
17.	<b>DISCIPLINE</b> .....	41
17.1	Cause of Disciplinary Action.....	41
17.2	Extent of Disciplinary Actions.....	42
17.3	Authority for Disciplinary Actions .....	43
17.4	Notice to Employees.....	43
17.5	Employee Response .....	44
17.6	Order of Disciplinary Action .....	44
17.7	Effective Date .....	44
17.8	Right of Appeal.....	45
17.9	Employee Representative.....	45
17.10	Appeal Procedure.....	45
17.11	Waiver of Steps or Time Limits.....	47
17.12	No Interruption of Work .....	47
18.	<b>GRIEVANCE PROCEDURE</b> .....	47
18.1	Definition .....	47

18.2	Employee Representative.....	47
18.3	Class Actions .....	47
18.4	Parties' Intent .....	48
18.5	Procedure .....	48
18.6	Waiver of Steps or Time Limits.....	49
18.7	No Interruption of Work .....	49
19.	<b>COMPLAINT PROCEDURE</b> .....	50
20.	<b>SAFETY AND HEALTH</b> .....	50
20.1	Safety .....	50
20.2	Wellness Program .....	51
20.3	Physical Capacity of Employees.....	52
20.4	Stress Management .....	52
21.	<b>BENEFIT PLANS</b> .....	52
21.1	Group Medical Coverage - Active Employees and Employees Retiring After August 1, 1998.....	52
21.2	Flexible Spending Account .....	56
21.3	Dental.....	56
21.4	Long Term Disability.....	57
21.5	Life Insurance .....	57
21.6	Retirement.....	58
21.7	Deferred Compensation .....	59
21.8	Employee Assistance .....	59
21.9	Tuition Reimbursement .....	59
22.	<b>UNIFORMS AND WORK CLOTHES</b> .....	61
22.1	Uniforms .....	61
22.2	Variations to Uniforms .....	63
23.	<b>REIMBURSEMENT</b> .....	65
23.1	Damaged or Lost Personal Property .....	65
23.2	Driver's License .....	67
23.3	Travel .....	67
24.	<b>PERSONNEL FILES</b> .....	68
25.	<b>POLICIES AND PROCEDURES</b> .....	69
26.	<b>OUTSIDE EMPLOYMENT</b> .....	69
27.	<b>LABOR RELATIONS FORUM</b> .....	70
28.	<b>ENTIRE AGREEMENT</b> .....	70
29.	<b>SEVERABILITY</b> .....	70

<b>30. REVISIONS, AMENDMENTS, EXTENSIONS .....</b>	<b>71</b>
<b>31. TERM OF AGREEMENT.....</b>	<b>71</b>
<i>Appendix A</i> Definitions	72
<i>Attachment A</i> Pay Table ATC and F&O	77
<i>Attachment B</i> Administrative, Technical, and Clerical Unit Pay Assignment of Classifications	78
Field & Operations Unit Pay Assignment of Classifications	79
<i>Attachment C</i> Educational Brokers	80
<i>Attachment D</i> Clothing Modifications	81
<i>Attachment E</i> Retirement Awards Policy	83
<i>Attachment F</i> Clerical Classification Recommendation	84
Side Letter	86

## **General Introduction**

This Memorandum of Understanding (“MOU”) is made and entered into effective the first day of July, 2010, by and between the City of Concord (hereafter referred to as “City” or “Employer”) and the Administrative, Technical & Clerical Representation Unit, Concord Employees’ Association, Local One and the Field & Operations Representation Unit, Public Employees’ Union Local One (hereafter referred to as “Local One,” “Union,” “Certified Employee Organization,” “Representation Unit,” or “Unit” as appropriate).

This Memorandum of Understanding entered into between the City, the Employees’ Association, and the Union, represents the results of meeting and conferring in good faith in accordance with Section 3500, et seq., of the California Government Code.

The adjustments to wages, hours, and conditions of employment that are set forth in this Memorandum have been discussed in good faith between the parties hereto. The representatives of the Employees’ Association and the Union, acting on behalf of all of its members and all employees of the Units specified above agree to acceptance of all of the adjustments as set forth herein, and 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 Memorandum of Understanding are for convenience only and are not to be construed as modifying or governing the language in the Section referred to.

### **1. Recognition**

The City recognizes the Employees’ Association as the sole and exclusive employee representative for all employees in the Administrative, Technical & Clerical Representation Unit, and the Union as the sole and exclusive employee representative for all employees in the Field & Operations Representation Unit, for the purpose of meeting and conferring in respect to rates of pay, wages, hours, and other terms and conditions of employment for the term of this Memorandum, pursuant to and in accordance with all applicable provisions of California Government Code 3500 through 3509, as amended, and Policy and Procedure No. 23.

As used in this MOU, the term(s) “Employee(s)” refers to full-time Competitive Service members of the Unit.

### **2. Scope of the MOU**

This MOU applies to all full-time Competitive Service employees assigned to classifications included in the Administrative, Technical, and Clerical and the Field & Operations Representation Units, respectively, by the Personnel Board pursuant to Policy & Procedure No. 23, Section 4.

### **3. Employee Representation**

#### **3.1 Agency Shop/Dues Deduction**

3.1.1 Except as provided otherwise herein, all present full-time Competitive Service employees in the representation units herein defined, shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof.

3.1.2 Any employee hired by the City subject to this MOU shall be provided with a notice advising that the City has entered into an Agency Shop agreement with the Union and that all employees subject to the MOU must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to Payroll. If the form is not completed properly and returned within five working days, the City Finance Department shall commence and continue a payroll deduction of service fees from the regular pay checks of such employee. The effective date of Union dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first pay period of employment except that initiation fees shall be deducted in two installments in successive pay periods, beginning with the first pay period.

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

3.1.4 Any employee of the City subject to this MOU who is a member of a bonafide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is sanctioned as such by the National Labor Relations Board shall, upon presentation of verification of active membership in such religion, body or sect, be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the Union within fifteen (15) days of receipt by the City. The Union shall have 15 days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but

shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only.

3.1.5 During new employee orientation, the City shall distribute Union prepared information describing Local 1 and the benefits of membership to employees who are members of their Bargaining Units.

### **3.2 Representation by Employees**

3.2.1 For purposes of meeting and conferring in good faith regarding wages, hours, and working conditions with a Certified Employee Organization, the City will provide time off with pay to no more than three City employee members for each Representation Unit during their normal work hours. Meetings held outside of the employee's normal work hours shall be on the employee's own time.

3.2.2 For purposes of grievance 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 of the employee's normal work hours shall be on the employee's own time.

3.2.3 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.

## **4. Management Rights**

Except as otherwise noted in this Agreement, the City retains all rights of management.

## **5. Non-Discrimination**

5.1 Neither the Union, the City nor an employee shall discriminate in any way (including harassment) on any grounds prohibited by State or Federal law including but not limited to race, sex, creed, color, national origin, political affiliations, or Union activities against any employee or applicant for employment by the City or by anyone employed by the City, and to the extent prohibited by applicable State and Federal law because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established for the position.

## **6. Hours of Work**

### **6.1 General**

Eight (8) assigned hours within a calendar day shall constitute a day's work and five (5) days containing forty (40) assigned hours within a calendar week shall constitute a week's work, subject to the following provisions:

6.1.1 Daily hours of work (or shifts) for employees within departments shall be assigned by Department Heads as required to meet operational requirements of their departments.

6.1.2 Workdays and workweeks of a different number of hours may be authorized by the City Manager to meet the varying needs of the different City departments; such as four (4) ten (10) hour workdays, a 9/80 work schedule, or a variable workweek schedule on behalf of certain employees. Nothing contained in this Section shall preclude the application of the City's Policy & Procedure governing "Overtime" for any additional hours of work assigned to an employee over and above the regularly and routinely scheduled variable workweek schedule.

6.1.3 For purposes of this Section, Calendar Day means a continuous period starting at 12:01 a.m. and ending at midnight; Calendar Week means the period which begins at 12:01 a.m. Monday and ends the following Sunday at twelve midnight.

### **6.2 Breaks**

There shall be provided one fifteen-minute relief break within each four-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. Anything consumed on the break is to be taken to the job by the employee and no time is authorized for the purchase or preparation of items in advance of the break time. Breaks may not be taken in coffee shops, stores, or other non-job site locations unless specifically authorized by the supervisor. No time is authorized for clean up before breaks.

### **6.3 Clean-up**

#### **6.3.1. Administrative, Technical, and Clerical Representation Unit**

There shall be provided, if necessary, a five-minute personal clean-up time prior to meal period and at the end of the employee's workday.

#### **6.3.2. Field & Operations Representation Unit**

There shall be provided, if necessary, a five minute clean-up time prior to the meal period and, if necessary, ten minutes at the end of the workday, with the

understanding that the time periods specified may be more or less depending upon circumstances.

#### **6.4 Lunch Period**

Employees shall be provided a non-paid, duty-free lunch period of at least one half-hour. No additional travel time will be permitted for return to the yard or other locations for meal. No more than two (2) City vehicles may be at the same commercial eating establishment at any lunch or break time. The City will provide waterless soap and towels for those at work in the field. When employees are assigned to eat at the job site, such employees shall be paid for that half-hour lunch period.

#### **6.5 Variable Work Schedule**

A variable work schedule may be authorized for an individual employee or for a work unit within the department.

6.5.1 A request/approval for variable work schedule may either be initiated by a Department Head, an employee, or the supervisor.

6.5.2 The employee shall sign the form acknowledging he/she has read and understands the "Provisions that Apply to a Variable Work Schedule" Section of the form.

6.5.3 The variable work schedule shall not interfere with service to the public; shall meet the needs of the department; be to the advantage of the City; and, as much as possible, be complimentary to the schedule of other departments. If the variable work schedule involves an entire work unit, it shall be preferably supported by a majority of the employees affected.

6.5.4 The employee's supervisor and Department Head may recommend approval to the City Manager, or return the request to the originator indicating that the schedule is not recommended.

6.5.5 All existing personnel policies, rules, and regulations shall continue to apply. If any conflict or problem results from the variable schedule, the existing policies, rules, and regulations shall prevail.

6.5.6 Authorization for a variable work schedule is at the sole discretion of the Department Head and/or the City Manager and, if approved, may be rescinded at any time by either the Department Head or City Manager. The decision by the Department Head and/or the City Manager to authorize or deny a variable work schedule or to rescind as previously approved shall be final. Decisions to deny or change a variable work schedule shall be discussed with the employee(s) concerned upon request by the Union.

6.5.7 Labor Management Forum meetings shall regularly include discussion of alternate or variable work schedules as an agenda item with the intent to identify workable and mutually beneficial 4/10 and 9/80 work schedules.

## **6.6 Overtime Meal**

An overtime meal shall be provided to maintenance field employees assigned to work under the following conditions:

6.6.1 The employee is assigned on an emergency basis to work in excess of two hours immediately before or immediately following the end of the normal workday or the employee is assigned to work over four hours on a Call-Back status.

6.6.2 Under the above conditions, maintenance field employees are to be provided a thirty (30) minute paid overtime meal break with travel time permitted to go to the nearest restaurant designated by the City for emergency overtime meals and where arrangements have been made in advance for payment of such meal bills.

6.6.3 Eligible employees are authorized one overtime meal, not to exceed \$12.50 (plus tax and reasonable tip) per overtime meal break.

6.6.4 Those employees on standby duty shall not be provided a meal at City expense except for conditions stated in Section 6.6.1 above.

Scheduled overtime work is to be treated as a regular workday except for the payment of the overtime premium, and no overtime meal will be furnished by the City.

## **6.7 Furloughs**

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

To accomplish a five percent (5%) reduction in pay, bargaining unit members will have their salaries reduced by 4.0 hours per pay period for the fiscal year. In consideration for the reduction of 4.0 hours per pay period, bargaining unit members will take furlough days off on the dates identified on the furlough schedule. The hours will be noted as a separate line item deduction on the employee's paycheck and will equal 4.0 times the hourly rate of pay in effect at the time of the deduction. This deduction will not otherwise reduce the bargaining unit member's existing base salary amount for City benefit accrual purposes.

## 7. Pay

### 7.1 Pay Ranges

A schedule of pay grades with pay rates and ranges, five-salary steps enumerated "A," "B," "C," "D," and "E," and hourly rate equivalents (based on 173.333 hours per month) has been established by resolution adopted by the Council. The classes covered by this MOU have been assigned by Council resolution to appropriate pay grades. The pay rate, pay range and salary steps for each pay grade establishes the basic compensation for each class assigned to each pay grade. The classes are listed alphabetically by class title in a salary schedule indicating pay range, salary steps, or other rates of pay, and the assigned overtime group for each class as designated by the Council.

Effective the first pay period in July 2011, the City shall add a new top step (6<sup>th</sup> step or Step "F") to the salary range for each represented classification. The 6<sup>th</sup> step shall be 3% higher than the 5<sup>th</sup> step or Step E.

### 7.2 Changes to the Pay Ranges

There shall be no changes to the pay ranges during the term of this Agreement.

7.2.-1 Attached as Attachments A and B to this MOU are listings of the classes currently falling within the scope of this MOU, with the assigned pay grade, pay rate, pay range, and salary steps. Any class that is placed in a salary rate higher than its assigned Pay Grade shall carry the appropriate pay grade designation accompanied 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. Any classifications changed or added during the term of this agreement shall be attached to this MOU.

7.2.2 **Pay Range Change on Anniversary Date.** In the event that a pay range change becomes effective on an employee's anniversary date, the employee shall first receive any within-range adjustment to which entitled as described below in Section 7.3 and then receive the corresponding step adjustment.

7.2.3 **Pay Range Change on Date of Promotion.** In the event that a pay range change becomes effective on the date an employee is promoted to a higher class, the employee shall first receive any corresponding step adjustment to which entitled in the lower class, and then the next higher step promotional adjustment as provided in Section 7.3.7.

### **7.3 Step Assignments and Advances within the Pay Ranges**

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 the following general plan.

All step advances shall be subject to budget availability as determined by the City Manager. There shall be no step advances for fiscal year 2010-2011. There may be step advances for fiscal year 2011-12 and beyond subject to budget availability as determined by the City Manager.

#### **7.3.1. Step A.**

Step "A" shall normally be paid upon initial employment. When a pay range exists for a class and it appears that the education and previous training or experience of a proposed employee are substantially superior to those required of the class and justify a beginning salary in excess of such minimum compensation, upon recommendation of the appointing authority and the Human Resources Director, the City Manager may authorize an appointment to a position at any higher salary step in the pay range. The City Manager's decision in this matter shall not be subject to the complaint or grievance procedure.

#### **7.3.2. Step B.**

An eligible employee hired at Step "A" shall be considered for advancement to Step "B" thirteen (13) biweekly pay periods (approximately six months) following date of hire; with the effective date adjusted to the beginning date of the closest pay period at that time. If employed at other than Step "A" then consideration for advancement to the next salary step will take place twenty-six (26) bi-weekly pay periods (approximately one year) following the date of hire with the effective date adjusted to the beginning of the closest pay period at that time.

#### **7.3.3. Advancement Beyond Step B.**

Consideration for each subsequent step advancement shall be after twenty-six (26) biweekly pay periods (approximately one year) of the appropriate anniversary date as determined below. If early advancement is authorized, under Section 7.6, it shall coincide with the beginning of a pay period. This Section applies to those who are re-employed or reinstated at a step greater than Step "A".

#### **7.3.4. Re-Employment.**

Upon re-employment, the employee shall receive not more than the salary step in the pay range the person received prior to layoff. If the re-employment results from a reallocation of a position to a class having a lower maximum salary, the salary upon re-employment into the higher class shall be the employee's present salary or the step

in the pay range the employee received prior to the reallocation, whichever is higher, and there shall be no change in the employee's anniversary date.

**7.3.5. Rehire.**

Upon the rehire of a former employee into the same class as the employee occupied prior to separation, such a person shall receive the same salary step in the pay range for the class as was received prior to separation. If rehired into a related lower class, credit shall be given for prior service in determining the salary step for employment in the lower class. If rehired into a higher class than previously occupied, the rules regarding pay upon promotion shall apply. The anniversary date for such a person shall be established based upon the date of such rehire.

**7.3.6. Reinstatement.**

Upon the reinstatement of an employee, the employee shall receive not more than the same salary step in the pay range the employee previously received prior to termination or non-disciplinary demotion and a new anniversary date for the employee shall be established based upon the date of such reinstatement.

**7.3.7. Promotion.**

Employees who are promoted shall be entitled to receive the rate of compensation in the entrance step of the pay range for the class to which the employee has been promoted. Where the pay range of the old position overlaps the pay range of the new position, the employee shall be placed at such step in the pay range of the higher class as to provide an increase in basic salary of at least five percent (5%) but no more than ten percent (10%) or the highest salary step in the authorized pay range for the higher class, whichever is lower.

**7.3.8. Demotions.**

In the case of the demotion of any employee in the City service to a class with a lower maximum salary, such employee shall be assigned to a salary step in the lower pay range which is:

7.3.8.1 For a disciplinary demotion, any designated step in the lower pay range which is at least one (1) step less than the dollar amount received in the pay range for the class from which demoted. A new anniversary date shall be established as of the effective date of demotion.

7.3.8.2 For a non-disciplinary demotion, that salary step in the pay range for the lower class which the employee would have received had the employee's service in the class from which demoted been continuous in said lower class. The employee's previous anniversary date shall be retained.

7.3.9 **Classification Reviews.** When a position is reclassified from one existing class to another existing or new class with the same maximum salary, the salary and the anniversary date of the incumbent shall not change. If a position is reclassified to a class which has a higher maximum salary, the salary shall be adjusted in accordance with the promotional guidelines described above. If a position is reclassified to a class with a lower pay range, the salary of the incumbent shall not change. If such salary is greater than the maximum salary of the lower class, said salary may be designated a “Y” rate as provided in Section 7.3.14 below.

7.3.10 **Transfers.** In the case of the transfer of any employee from one position to another in the same class or to another class in the same pay range, the employee shall remain at the same salary step and shall retain the same anniversary date.

7.3.11 **Calculation of Anniversary Dates.** Anniversary dates shall be established as of the effective date of employment, step advancement, promotion, or reinstatement in the City service, or as the effective date of a special salary adjustment as provided in Section 7.6. Anniversary dates of those re-employed shall be adjusted to credit City service since the most recent salary step advancement, but the employee shall not be credited for the period of separation from City employment.

7.3.12 **Step Advancement Not Automatic.** No advance in salary steps shall be automatic upon completion of the periods of service outlined above.

7.3.12.1 All increases shall be made on the basis of merit as established by the employee's work performance and after written recommendation of the appointing authority and approval by the Human Resources Director and the City Manager. Step advancements may be withheld in cases of inferior work, performance, lack of application, or indifferent attitude **and are subject to budget availability as determined by the City Manager.**

7.3.13 **Same Relative Step.** Where a pay range for a given class is revised upward or downward, the incumbents of positions in classes affected shall have their existing salary adjusted to the same relative step in the new pay range (Step B to Step B, Step C to Step C, etc.) and their anniversary date shall not be changed.

7.3.14 **Retention of Salary and “Y” Rates.** When a pay range is adjusted downward, incumbents may, on approval of the Council, retain their same dollar amount of salary within the lower pay range, or if their present rate exceeds the maximum of the lower range, may continue to receive the same dollar amount and said amount shall be designated a “Y” rate. Any such “Y” rate shall be indicated by a capital “Y” following the salary each time it appears on personnel records or transactions. Said “Y” rate shall be canceled on vacancy of the position.

## **7.4 Pay for Higher Class Work**

Employees performing assigned short-term work above their normal classification will be compensated fairly as follows:

### **7.4.1 Temporary Assignment to a Vacant Position.**

When an employee is assigned to work for a limited time to a vacant regular or appointive position in a higher classification, pending the completion of the normal selection process to fill the position, the employee shall be temporarily promoted, given a Provisional Appointment, and paid according to existing established rules in accordance with provisions of Section 7.4.4 below.

### **7.4.2 Replacement of an Absent Employee.**

When an employee is continuously absent from work due to vacation, compensatory time off, sick leave, extended leave of absence, the employee's position shall be considered temporarily vacant after the fifteenth (15th) workday. For purposes of calculating "workdays" under this provision, the day the City observes a holiday is not considered a "workday". In such cases, the position may then be filled on the sixteenth (16th) workday for a limited time as provided by Section 7.4.1 above, to replace an employee continuing to be absent beyond fifteen (15) workdays. In compelling cases when an absent employee must be replaced due to unanticipated or prolonged absence, the Department Head may, with the City Manager's approval and within existing budget limitations of that department, declare the absent employee's position temporarily vacant prior to the 15 workday limitation and assign and pay a replacement following provisions of Section 7.4.1 above and Section 7.4.4 below.

If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within thirty (30) calendar days, no additional waiting period will be required.

**7.4.3 Special Assignments.** When an employee is relieved of duties in his or her normal classification and for a limited time assigned to a higher classification to work on a special project or relieve an extra heavy work load, the employee shall be temporarily promoted and paid according to existing established rules in accordance with provisions of Section 7.4.4 below.

### **7.4.4 General Conditions**

7.4.4.1 The employee is assigned to the higher classification for a full workday (8 consecutive work hours in the same day or shift assignment, or 10 consecutive work hours if the employee is on a 4/10 workweek).

7.4.4.2 The employee is assigned to a program, service or activity established by the City Council which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.

7.4.4.3 The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification and the employee is assigned, assumes, and performs all the duties and responsibilities of the position in the higher classification.

7.4.4.4 Pay for work in a higher classification shall not be utilized as a substitute for the regular promotional procedures.

7.4.4.5 Higher pay assignments shall not exceed six (6) months except through reauthorization.

7.4.4.6 During the period of work in a higher classification, an employee will retain the right to return to the position and status in the employee's regular lower classification, and anniversary and salary review dates will be determined in accordance with the existing Personnel Rules.

7.4.4.7 Allowable overtime pay will be paid on the basis of the rate of pay for the higher class.

7.4.4.8 Nothing in this provision shall prohibit the training of an employee in work of a more advanced nature without additional compensation, as long as full duties are not assumed.

7.4.4.9 Nothing in this provision is intended to exceed budgeted funds or increase the number of authorized full-time regular or appointive employees actively at work as authorized by the City Council for the fiscal year.

## **7.5 Standby Pay**

Standby Duty is a program recommended by the Department Head and approved by the City Manager and is defined as an assignment to remain available for telephone contact and ready to respond to trouble calls relating to City work during a stated off-work period. The following provisions apply to Standby Duty.

7.5.1 Employees assigned to Standby duty on Saturdays, Sundays, or observed holidays shall be paid Twenty-six Dollars and Twenty-five Cents (\$26.25) for each day so assigned. Such Standby duty shall be for a continuous 24-hour period starting at the time the employee is regularly scheduled to report to work during the work week or the time designated when assigned to Standby duty.

7.5.2 Employees assigned to Standby duty on weekday nights shall be paid Ten Dollars (\$10.00) for each night assigned to such duty. A night of such duty shall start at the close of the employee's regular workday and last until the time the employee is normally scheduled to report for work on a regular workday.

7.5.3 No Standby duty or pay shall be considered as overtime except as required by the Fair Labor Standards Act, nor credited in computing overtime, long term disability, life insurance, or retirement benefits.

7.5.4 While on Standby duty, if the employee is required to report to work to inspect, trouble shoot, or perform work related to the City's computer operations, the provisions for Call Back pay under Section 7.7 shall apply. Pay for such overtime work performed shall be in addition to Standby pay.

7.5.5 The appropriate Department or Division Head will determine and maintain a list of those employees deemed qualified to perform Standby duty. The Standby list shall not include non-bargaining unit employees.

7.5.6 Copies of the Standby lists shall be forwarded to the Police Communications Center for the Police Dispatcher to use in the event of computer operations trouble during non-working hours. One copy shall be transmitted to the Finance Department. Each Standby duty list shall include for each date the individual's name, address, phone number and commencement and termination times for the duty. It shall be the responsibility of the standby employee to carry or have ready access to the "pager" unit which shall be provided by the City and to notify the Police Dispatcher of an alternate phone number in the event the "pager" is not operational.

7.5.7 Whenever possible, the Standby duty lists shall be made up of qualified employees volunteering for such duty. The selection of employees for Standby duty shall be for stated intervals and on a rotational basis to provide nearly equitable distribution of such duty. The sewer maintenance Standby list will be prepared by a Maintenance Services Manager, detailing one employee to Standby duty during the non-working hours specified. The traffic signal maintenance Standby duty list will be prepared by the supervising Transportation Engineer, detailing one employee to Standby duty during the non-working hours specified. In the absence of names on a list of those requesting such assignment, management may assign qualified persons to Standby duty. The employee retains the right to grieve Standby duty under the City's grievance procedure of Section 18. Nothing in this section precludes the City from assigning additional staff to Stand-by status if operational conditions dictate.

7.5.8 An employee who is unavailable or who does not respond to a Standby duty call shall not qualify for Standby pay for the entire Standby period except where the employee has given the assigning supervisor advanced notice of an illness or compelling emergency.

7.5.9 City of Concord policies, procedures and personnel rules are in effect during Standby duty. Violations may result in disciplinary action at the Department Head level.

7.5.10 For Field & Operations Unit employees regularly performing Standby duty, the City shall provide a residential telephone and the employee shall pay the new

installation charge of such a telephone in the event that the employee moves.

7.5.11 For Field & Operations Unit employees actually performing Standby duty, the City may provide either a “pager” or a portable two-way radio or both, at the discretion of management.

7.5.12 A City vehicle shall be provided to Field & Operations Unit employees while on Standby duty.

7.5.13 Employees who are assigned to be available shall be required to:

Be ready to respond in a reasonable time (defined generally as within the timeframe expected for the employee's normal commute time *plus 15 minutes for prep time*).

Be readily available at all hours by telephone or other communications devices and respond to work in uniform.

## **7.6 Special Salary Adjustments**

The City Manager, upon recommendation of the appointing authority and the Director of Human Resources, may authorize a pay increase to an employee to correct gross inequities or to reward outstanding achievement and performance. Any such increase will be effective at the beginning of the pay period following authorization. No increase can be authorized above the top step for the applicable pay range. The City Manager's decision shall not be subject to the complaint or grievance procedures.

## **7.7 Call Back**

Employees called back to work after the conclusion of their regular workday or called into work on their scheduled day off, including scheduled off observed holidays, shall be paid a minimum of two (2) hours at overtime rates or the equivalent compensatory time off.

Call Back includes (1) an employee's return to work upon the City's request after the conclusion of the employee's normal work shift, provided that more than one hour has elapsed between the end of the normal work shift and the subsequent requested reporting time; (2) employees called into work on their regular scheduled day off, including scheduled off observed holidays. Call Back does not include scheduled requests that an employee report to work prior to the commencement of the employee's regular work shift.

## **7.8 Classification Study**

The City shall perform a classification and compensation study for the classes of Custodian and Lead Custodian. Such study shall follow the normal classification study process and shall be completed by October 1, 2002.

## **7.9 Point Factor Classification System**

During the term of this Agreement the parties shall form a joint committee to study the point factor system utilized within the City. Any recommendations developed by the parties may be implemented by mutual agreement during the term of the Agreement.

## **8. Performance Standards and Reports**

### **8.1 Review with Employee**

It is acknowledged that the prime benefit of a sound performance rating system is that it brings together the employee and the supervisor for a frank and constructive discussion and appraisal of the employee's work with specific suggestions for improvement. Therefore, it is expected that a performance report will be prepared by the employee's immediate supervisor at least annually which shall be thoroughly discussed with the employee. The employee shall sign the report to acknowledge such discussion of its contents. Such signature shall not necessarily mean the employee agrees with the contents of said report. A copy of the performance report shall be given to the employee.

8.1.1 A committee will be formed no later than June 30, 2002 to develop the new evaluation format and process and approach to overall ratings, with a target implementation date of January 1, 2003. The committee will be comprised of two members from ATC, two members from F&O, and two management representatives.

The City and the Union will jointly produce a new evaluation format and process that more clearly emphasizes the organization's Mission, Vision and Values and provides for an overall employee rating based on included evaluation elements. Effective January 1, 2003, the overall ratings will fall into one of five categories: Outstanding; Exceeds Requirements; Achieves Requirements; Needs Improvement; and Unacceptable.

8.1.2 Any employee who receives an overall "Unacceptable" or "Needs Improvement" rating will not be considered for any merit or length of service step advancement until an overall "Achieves Requirements" rating is established. Where an employee receives an overall rating of "Unacceptable" on two consecutive occasions, disciplinary action may be taken by the appointing authority as provided in Section 17.

### **8.2 Not used.**

### **8.3 Follow-up Reports**

Follow-up reports concerning the performance of any employee who has received an "Unacceptable" or "Improvement Needed" rating shall be prepared at three-month

intervals. If, in the opinion of the appointing authority, the employee improves to the extent that the restoration of any merit step advancement previously withheld under provisions of Section 8.1.2 is justified, the appointing authority shall so recommend to the City Manager. Upon approval of the City Manager, such restoration shall be made and shall be effective on beginning date of a subsequent pay period as specified in the recommendation of the appointing authority.

#### **8.4 Protest of Ratings**

In any case of protest to a report of performance, the provisions of the Grievance Procedure as provided by Section 18 shall apply.

### **9. Pay Premium**

#### **9.1 Overtime Pay**

9.1.1 Authorized work in excess of eight (8) hours per day and forty (40) hours per workweek shall be considered overtime. The only exception to these provisions is the authorized variable workweek described in Section 9.1.2.

9.1.2 **Variable Workweek.** An exception to the hours per day and hours per week in the above Section 9.1.1 is made for those employees who are working under an authorized variable workweek. When a variable workweek has been authorized, hours worked in excess of regularly scheduled time (including authorized paid leave time) are to be paid at the appropriate overtime rate for the class only for those hours that exceed eighty (80) in a pay period.

9.1.3 **Secondary Classifications.** An employee occupying a position in the Competitive Service, may also be appointed to a secondary classification within the Limited Service. Work performed in both the primary and secondary classifications shall be considered in computing overtime.

9.1.4 **Unexcused or Unpaid Absence.** If time is lost during the employee's regular workweek for unexcused or unpaid absence, then the hours of lost time will not be counted for overtime calculation purposes on either a daily or weekly basis.

9.1.5 **Holiday.** Unworked observed holidays shall be considered, for payroll purposes, as eight (8) hours worked during that workweek when reporting time and computing overtime.

9.1.6 Each classification within the City's classification plan covered by this MOU shall be assigned to Overtime Group A. Employees in this group 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 of their straight time rate of pay for the amount of overtime worked.

## 9.2 Compensatory Time

9.2.1 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.

9.2.2 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:

9.2.2.1 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.

9.2.2.2 Payment of the cash in lieu of Comp Time off shall be made no later than the last payday occurring in the following month. (Eff. 7-6-98)

9.2.2.3 Payment of cash in lieu of time off shall not exceed the employee's Comp Time balance on hand at the time of payment.

9.2.3 An accumulated Comp Time balance shall be included in the employee's final paycheck.

**9.2.4 Additional Comp Time Benefits for Fiscal Years 2010-2011 and 2011-12.** In fiscal year 2010-11, all bargaining unit employees will be granted an additional 41.6 hours of Comp Time on a one-time basis. In fiscal year 2011-2012, all bargaining unit employees will be granted an additional 41.6 hours of Comp Time on a one-time basis.

9.2.4.1 The additional 41.6 hours of Comp Time will be granted the first pay period in July 2010 and July 2011.

9.2.4.2 However, if the bargaining unit employee terminates employment prior to the end of the fiscal year, the Comp Time hours will be prorated from that employee's leave bank. For example, if an employee terminates employment on December 31, 2010, his or her Comp Time leave bank will be reduced by ½ of the 2010-11 additional Comp Time hours (20.8).

## 9.3 Pay Differentials

9.3.1 **Differential Pay for Lead Equipment Mechanic.** Although the Equipment Mechanic and Lead Equipment Mechanic classes are assigned to the same Pay Grade, a pay differential of five percent (5%) shall be added to the base salary of an employee assigned to the class of Lead Equipment Mechanic.

9.3.2 **Differential Pay for Operating Heavy Trucks and Equipment.** Employees assigned to operate, for one hour or more, the equipment normally operated within the classes of Heavy Equipment Operator I, Heavy Equipment

Operator II, Gang Mower Operator, or Sweeper Operator, shall be paid a differential as follows:

9.3.2.1 If the employee has been examined, found to be qualified, and placed on an employment list for the applicable higher class, the employee shall receive a rate of pay for the entry step of the higher class or, if the pay ranges overlap, the rate of pay within the higher class for the step which will provide a minimum increase of 5%, but no more than 10% above the employee's current rate. When this pay differential applies, a Personnel Action Form (Form PER-36) must be completed in advance showing the class code, appropriate step in existing salary range, and that the employee has been qualified/certified to be compensated at this level.

9.3.2.2 If the employee has not been examined, determined to be qualified, and has not been certified, the employees shall be paid a differential of 5%.

9.3.3 **High Climbing Differential.** A High Climbing Pay Differential of approximately 10% shall be paid to an employee assigned to climb poles or trees, using ropes, belts, and other safety rigging to a height of 25 feet or more above the ground or other stable footing for the purpose of trimming trees or performing other high work according to the following provisions:

9.3.3.1 An employee who is properly designated as a trainee shall receive the High Climbing Pay Differential indicated above for four (4) hours per day for a specified period of training.

9.3.3.2 Other employees, who are incidentally assigned to climb poles or trees or do high climbing, using ropes, belts, and other safety rigging to trim trees or perform other high work, shall receive the 10% High Climbing Pay Differential for the time that the employee is assigned to perform such work.

9.3.3.3 The High Climbing Differential Pay does not apply to trimming or pruning trees from the ground, or from the height of a non-extension ladder.

9.3.3.4 Work performed while occupying the bucket of the Hi-Ranger or equivalent type of mechanical lift equipment shall not qualify for High Climbing Differential pay.

9.3.4 The pay differentials specified in Sections 9.3.2 and 9.3.3 shall apply only for actual hours worked in such differential entitled assignment and shall not be paid for non-work time, including holidays, vacation, or other paid leave. The pay differential shall be in addition to, and not included in, the employee's base pay, nor shall it be considered in determining benefits under City programs including, but not limited to, life insurance, long-term disability, or retirement programs, and shall not be used in calculating overtime.

9.3.5 **Latent Fingerprint Examiner Certification Pay.** The City will pay a premium of \$120 per month to employees who are assigned to lift and analyze latent fingerprints and who have received the Latent Print Examiner Certification from the International Association for Identification.

#### 9.4 **Bilingual Pay**

The City will pay a per month bilingual premium to designated employees who have been certified as fluent in a language that meets the City's operational needs as follows:

Effective July, 2002.....	\$90 per month
Effective July, 2004.....	\$100 per month
Effective July, 2006.....	\$110 per month
Effective July, 2008.....	\$120 per month

#### 9.5 **Matron Duty**

Matron Duty means the physical searching and/or transporting by vehicle of a female prisoner in the custody of the Police Department, aid in the care and custody of minor children, and other related activities.

9.5.1 In the absence of any available female Community Service Officer, Police Intern, Police Officer Trainee, Police Officer, Policewoman, or any other police classification for which Matron Duty is a normal assignment, a non-sworn female employee in the Police Department may volunteer for such duty, and be paid a Matron Duty differential for such time worked. If no on-duty volunteers are available within the Police Department, Matron Duty may be assigned to a non-sworn female employee hired by the Police Department after July 2, 1973. (Non-sworn female personnel employed continuously in the Police Department on or before July 2, 1973 may volunteer, but may not be assigned to perform Matron Duty.) The non-volunteer assignment of Matron Duty shall be restricted to employees of the Police Department, but the Department shall not be limited in bringing in a person for such temporary duty as provided in Section 9.5.4.

9.5.2 The performance of Matron Duty shall be in conformance with Departmental Procedures and Instructions issued by the Chief of Police.

9.5.3 In addition to their regular basic hourly pay, employees performing Matron Duty shall be entitled to the following pay differential:

9.5.3.1 Sixteen Dollars (\$16.00) for any and all Matron Duty assignments performed within the span of one (1) hour from the time the employee reports to the place where the Matron Duty is to be performed.

9.5.3.2 Sixteen Dollars (\$16.00) for each additional hour or any part of an additional hour that Matron Duty is actively performed.

9.5.3.3 For purposes of this section, the transportation of a female prisoner shall be considered to conclude at the time the prisoner is delivered to the specified destination.

9.5.3.4 Provisions of Section 9.1 titled "Overtime," shall apply whenever an off-duty employee is requested to perform Matron Duty. In addition to such overtime pay, the employee (other than those excluded in Section 9.5.6) shall receive the additional pay specified above.

9.5.4 Persons who are not employees of the City may be called for Matron Duty.

9.5.5 All female employees who may be required to perform Matron Duty shall be provided four (4) hours of Matron Duty training before performing such duties. The Chief of Police shall determine AT LEAST annually the schedule for Matron Duty refresher training.

9.5.6 Exclusions: Added compensation under this provision for Matron Duty does not apply to incumbents in the Community Service Officer, Police Intern, Policewoman, Police Officer, or other classes where Matron Duty is a normal assignment.

## 9.6 Night Shift Premium Pay

A night shift is defined as a regularly scheduled work period in which one-half or more of the scheduled hours for that shift occur between the hours of 4:00 p.m. and 8:00 a.m.

9.6.1 A night shift premium shall be paid to employees who are assigned to perform work on a regularly scheduled night shift, subject to the following:

For the Dispatcher II, Lead Dispatcher and Forensic Specialist II, the premium pay shall be as follows:

Effective July, 2002.....	\$1.20 per hour
Effective July, 2004.....	\$1.30 per hour
Effective July, 2006.....	\$1.40 per hour
Effective July, 2008.....	\$1.50 per hour

For all other classifications, the premium pay shall be as follows (Eff. 7-8-02):

Effective July, 2002.....	\$1.00 per hour
Effective July, 2004.....	\$1.10 per hour
Effective July, 2006.....	\$1.20 per hour
Effective July, 2008.....	\$1.30 per hour

9.6.1.1 The night shift premium shall not be paid for any work performed by regular day shift employees unless they are rescheduled to perform work on a night shift in lieu of their usual day schedule.

9.6.1.2 The night shift premium does not apply for extra hours worked in cases where a shift is extended by additional hours worked either before or after the employee's normal shift. In such cases, overtime compensation will apply.

9.6.1.3 The night shift premium shall be payable only for hours actually worked and shall not be paid for non-work time, such as holidays, sick leave, vacation, or other paid leave.

9.6.1.4 Employees assigned to the Leisure Services Program Coordinator and Theater Technical Coordinator classifications are not eligible for a night shift premium.

9.6.1.5 The amount of the night shift premium pay shall not be used in determining the employee's benefit under the City's life insurance or long-term disability programs and shall not be used in calculating overtime.

## 10. Holidays

10.1 The following shall be observed as holidays for purposes of wages and hours of work for eligible full-time employees of the City:

<u>Holiday</u>	<u>Observed</u>
New Year's Day	January 1st
Martin Luther King, Jr. Day	The third Monday in January
Lincoln's Birthday	The second Monday in February
Washington's Birthday	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4th
Labor Day	The first Monday in September
Veteran's Day	November 11th
Thanksgiving Day	As proclaimed by the President
The Day Following Thanksgiving	
Christmas Day	December 25th

Every day appointed by the Mayor for a public fast, thanksgiving, or holiday.

10.2 Holidays that fall on a Saturday shall be observed on the preceding Friday; holidays that fall on a Sunday shall be observed on the following Monday.

- 10.3** Employees in pay status on the day the City observes the holiday shall receive a holiday allowance equal to the straight-time daily equivalent of eight (8) hours salary.
- 10.4** When a holiday falls on an employee's regularly assigned day off, the employee shall be given compensating straight-time off for the holiday or paid the straight-time daily equivalent of eight (8) hours salary, at the discretion of the Department Head, after giving due consideration to the wishes of the employee.
- 10.5** When an employee performs regularly and routinely scheduled work on a holiday, the employee shall be given compensating straight-time off or paid the daily equivalent of eight (8) hours salary for the holiday, at the discretion of the Department Head, and shall be paid at the rate of the time and one-half (1.5) times the daily equivalent salary for such work.
- 10.6** An employee who performs work on a holiday, which is not regularly and routinely scheduled, shall be paid the straight-time daily equivalent of eight (8) hours salary for the holiday and shall be paid at the rate of time and one-half (1.5) for the actual hours worked. However, a minimum of two (2) hours overtime pay or compensating time off shall be granted to an employee who works less than two hours.
- 10.7** All eligible employees shall be granted the same number of holidays per year.
- 10.8** Employees on authorized or unauthorized leaves of absence without pay shall not be paid for the holiday. An employee who is regularly and routinely scheduled to work the holiday, but does not work due to unexcused absence, shall not receive the holiday allowance.
- 10.9** 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.
- 10.10** Certain non-sworn positions may be designated as Emergency Service Personnel. Emergency Service Personnel are required to work all holidays that fall on their normal work schedule. As of July 2002, the following positions fall under this category:

**Field Operations Division:**

Community Services Officer Detention – Jail ..... 5 positions  
Community Services Officer – Community Service Desk .... 2 positions

**Support Services Division:**

Lead Dispatcher – Communications ..... 4 positions  
Dispatcher I and II – Communications ..... 12 positions  
Forensic Specialist I and II – Crimes Scene Investigation..... 5 positions  
Administrative Clerk II – Records Bureau..... 6 positions

NOTE: The Police Chief retains the authority to modify which personnel are designated as Emergency Service Personnel, as based on operational needs.

## 11. Vacations

- 11.1** Vacation accrual shall be at the rates indicated below. The appropriate accrual for vacation shall be credited at the end of each full biweekly pay period during which an employee receives 56 hours straight-time pay. No vacation credit shall accrue to an eligible employee who receives less than 56 hours straight-time pay for the biweekly 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; holiday observed by the City, three (3) hours off on Good Friday, jury duty; or pay for Military Leave. Overtime hours worked, or any authorized leave of absence with pay other than those identified above shall not apply toward the accrual of vacation.

### Accrual Rates

During the 1st year	10 days	3.077 hours per pay period
During the 2nd year	12 days	3.692 hours per pay period
During the 3rd - 7th year	15 days	4.615 hours per pay period
During the 8th - 9th year	16 days	4.923 hours per pay period
During the 10th - 12th year	17 days	5.231 hours per pay period
During the 13th - 14th year	19 days	5.846 hours per pay period
During the 15th - 19th year	21 days	6.462 hours per pay period
During the 20th year & thereafter	22 days	6.769 hours per pay period

- 11.2** 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.
- 11.3** Any change in vacation accrual rate shall be effective at the beginning of the pay period that coincides with or follows the completion of the qualifying years of employment.
- 11.4** 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.

**11.5** No vacation accrual shall be permitted in excess of the amounts indicated above.

**11.6 Vacation Usage**

11.6.1 When possible, vacation should be taken within the year following the accrual year and must be requested in advance

11.6.2 All scheduling of vacations is to be approved by the Department Head (or such person's designated representative) giving due consideration to the wishes of the employee and the work requirements of the City.

11.6.3 Vacation may not be taken beyond that amount accrued. The authorization by the Department Head for vacation does not constitute authorization of paid vacation beyond the balance on hand at the time such vacation is taken.

11.6.4 Employees shall not be charged vacation usage for paid holidays occurring during the vacation period. For all employees, including those on a variable workweek, the holiday is equal to eight hours.

11.6.5 Vacation may be used for any authorized absence (except disciplinary suspension) when no other paid leave resource is available.

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

**11.8 Cash Payment in Lieu of Vacation Time off.** Upon request of the Department Head and with the approval of the City Manager, in order to meet unusual or emergency conditions, an employee may be paid the straight-time daily equivalent in lieu of vacation time off. Such payment shall be for no more than forty hours in any one calendar year except upon appeal to and approval of the Personnel Board.

11.8.1 Vacation Pay Upon Termination. The equivalent cash value of the unused vacation balance as of the last workday shall be included on the employee's final paycheck; except that in cases of retirement from City service, the City Manager may approve the utilization of available vacation time to extend the date of retirement.

11.8.2. Upon the death of an employee, payment of any unused vacation balance shall be made to that person designated by the employee on the DESIGNATION OF PERSON TO RECEIVE WARRANTS OR CHECKS UPON DEATH OF EMPLOYEE (Form No. PER 57) or to the estate.

## **12. Employment, Advancement & Retention**

### **12.1 Probation**

Any person appointed or promoted to a regular position, except appointments to Police Dispatcher and Lead Dispatcher, shall be placed on probation for a period of six (6) months. The probationary period for appointments to Police Dispatcher and Lead Dispatcher shall be for one (1) year. With the approval of the Human Resources Director, and upon written notice to the probationer, the probationary period may be extended for up to six (6) months for those on a six-month probation period and for up to one (1) year for any appointments to the Police Dispatcher and Lead Dispatcher classes. For purposes of this section, the term "appointment," with reference to the Lead Dispatcher, does not include promotions to that position. In the case of promotion to Lead Dispatcher, the probation period is six months, subject to extension. The probationary period shall be considered a part of the examination and selection process and shall not include the time served under any limited service or provisional appointment, but shall date from the time of appointment to a regular position after certification. Leaves of absence or assignments out of the class totaling more than thirty (30) calendar days, for any reason, shall not be counted toward completion of the probationary period. During the probationary period, the employee may be rejected by the appointing authority at any time without right of appeal or hearing. Section 11309, paragraph (b), of the Municipal Code shall apply to any employee who is rejected during a probation period from a position to which the employee was promoted. Note that the Chief of Police will continue to work with representatives of the Police Dispatchers to identify and implement effective dispatcher training.

### **12.2 Status of Employee**

**12.2.1 In the Competitive Service Status.** An employee appointed to a regular position in the Competitive Service shall earn permanent status in a class only if the employee has successfully completed the designated probationary period after having been granted a Probationary Appointment through either the reallocation or reclassification process; through flexible position advancement; or by selection from an appropriate employment list. Once the employee gains status in a class, that status is retained as long as the employee holds a position in that class. The following sections clarify, rather than restrict, the effect various personnel transactions may have on the permanent status of employees.

**12.2.2 Status of Employee Following Promotion.** The appointment of any employee to a position in a class which has a higher maximum salary than the employee's present position constitutes a promotion. Any employee having

permanent status in the City service shall be eligible to compete on a promotional basis in the promotional examinations provided such employee meets the requirements of the class for which the examination is to be held. If an employee, who is on a promotional employment list, resigns from the City service or is dismissed for cause, the employee's name shall automatically be dropped from such list.

An appointment to a position in the Competitive Service shall be made from an employment list established for the class with the higher maximum salary. If no appropriate employment list exists, then a provisional appointment may be made. The pay for an employee following promotion shall be as provided in Section 7.2.7 and 7.3.7 of this MOU.

An employee, who has been promoted and successfully completes the designated Probationary Appointment, gains permanent status in the new class and gives up permanent status in the former class. An employee who does not successfully complete the Probationary Appointment period may return to the position and status held prior to promotion, unless the reason for rejecting the employee during the probationary period from a position to which promoted would have been sufficient to cause dismissal from the former position as well, in which case, the employee shall be entitled to appeal the dismissal as provided by Section 11309, paragraph (b), of the Municipal Code.

**12.2.3 Status of Employee Following Demotion.** An employee may request demotion, or may be demoted as a result of reduction in force, for disciplinary reasons, or for other cause. In all cases, the appointing authority(ies) concerned shall approve the demotion and notify the employee in writing. The pay of an employee following demotion shall be as provided in Section 7 of this MOU.

If the demotion involves an employee with permanent status in the Competitive Service, then the demoted employee shall assume permanent status in the class to which demoted and give up permanent status in the class from which demoted only if the Human Resources Director finds that the employee meets the qualifications of the class to which demoted. If the employee does not have permanent status in the higher class or in a class comparable to the class to which demoted, then the employee shall be placed on a Provisional Appointment or Probationary Appointment from the appropriate employment list for the class.

**12.2.4 Status of Incumbents in Reclassified Positions.** Whenever reclassification occurs, an employee occupying the position may be retained in the position after it has been reclassified without further competitive examination, provided that upon investigation the Department Head concerned and the Human Resources Director find that the reclassification results from an official recognition of a change in duties and responsibilities which has already occurred; the addition of duties and responsibilities (justifying allocation to a different classification) was not the result of planned management action; the performance of the duties and responsibilities of

the incumbent has been satisfactory; the incumbent possesses the knowledge, skills, and abilities of the qualifications of the different class; and the incumbent has permanent status in the class to which the position was formerly allocated.

**12.2.5 Status of Employee Following Transfer.** A transfer of a permanent employee from a position in one class to a position in another class having related duties and responsibilities, and the same maximum salary, shall be made only upon certification of the Human Resources Director that the employee possesses the qualifications for employment in the new class. In such case, no further competitive examination is required and the employee shall assume permanent status in the class to which assigned. However, an employee currently serving a probationary period shall not be transferred to a position in another class for which an employment list exists unless ordered by the Council. In such case, the employee shall start a new probationary period effective on the date of the transfer.

**12.2.5.1 General.** An employee may be transferred by the appointing authority from one position to another position in the same class; or, with the approval of the Human Resources Director, to a comparable class at the same salary level. If such transfer involves a change from the jurisdiction of one appointing authority to that of another, both must consent thereto before the action shall be considered effective, except if the Council shall order the transfer, such consent shall not be required. Whenever possible, an employee being considered for transfer shall be notified within a reasonable period in advance of the effective date of such contemplated transfer and the employee's wishes with respect to this action shall be taken into account to the extent practicable, consistent with the interest of efficient operations of the departments concerned. The pay of an employee following transfer shall be as provided in Section 7.3.10 of this MOU.

Vacant positions which require City Manager authorization to be filled will be advertised by the posting of a notice of vacancy for five (5) City business days before any recruitment for such vacancy.

**12.2.5.2 Police Department.** The intent of this procedure is to establish an orderly method of administering personnel transfers for full-time, non-sworn personnel within the Police Department and to transfer the employee who best meets the requirements of a position.

**12.2.5.2.1 Application.** Notification of vacancies shall be advertised throughout the Department. The advertisement shall include any special provision and/or requirements pertinent to the assignment and a closing date for receipt of transfer requests.

Persons interested in applying for a vacant position shall submit a request through the normal chain of command to the commanding officer of the Administrative Services Division. The request for

transfer shall include the employee's name, present assignment, length of time in present assignment, length of service with the department, unit requested, and an outline of any qualifications, experience, training or education which the employee believes is relevant to the position.

Supervisors shall submit a written request for an interested subordinate who is on authorized leave at the time of the transfer consideration.

Supervising officers receiving requests for transfer shall attach a recommendation for or against such a transfer with a supporting explanation, and forward all such requests through the chain of command to the commander of the Administrative Services Division.

12.2.5.2.2 **Selection.** The division commander of the selecting division may create a panel to interview candidates. The interview should consider, but not be limited to, inquiries requiring motivation of the employee, experience, prior performance or preparation for the assignment. The employee shall be notified of the time and date of the interview by a member of the panel.

There will be no compensation to an employee for time spent in the interview if the employee is off duty.

Failure of the employee to attend the interview without good cause shall be deemed to be a withdrawal of interest in the position.

Upon conclusion of all interviews, the division commander of the involved division shall submit a recommendation for filling the anticipated or existing vacancy to the Chief of Police.

The Chief of Police shall make the final assignment and has the authority to assign anyone regardless of the recommendation of the division commander.

Once a position is filled, all applications for the position will become void.

12.2.6 **Status of Employee Upon Resignation.** Employees who resign give up permanent status and employment rights, except as otherwise provided by the Personnel Rules, the Personnel Ordinance, or other Policy & Procedures or Administrative Directives or other provisions of this MOU dealing with personnel matters. Employees are expected to provide reasonable notice (usually two weeks)

of their intent to resign and to be physically present and actively at work up through their date of termination.

**12.2.7 Retention of Status.** No person having status, who, in addition to regular duties, is given additional or new duties by an appointing authority, shall by reasons thereof lose permanent status in the class which the employee held prior to the assignment of such additional or new duties.

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

### **12.3 Lay-off and Re-employment**

The City will not layoff bargaining unit employees during the period of July 1, 2010 through December 31, 2010. In the event that the electorate passes a revenue measure on the November 2010 ballot by the Concord City Council, there shall be no layoffs of bargaining unit employees during the period of January 1, 2011 through June 30, 2011.

**12.3.1 Intent of Procedures.** Public interest may require elimination or curtailment of a public service activity which may require the layoff of one (1) or more employee.

**12.3.2 Layoff List Preparation Procedure.** When a Competitive Service position within a classification is abolished, as provided in Section 11303A of the Concord Municipal Code, the following general procedure shall be followed:

12.3.2.1 Limited service employees, in a classification covered in the Administrative, Technical & Clerical or Field & Operations bargaining units represented by Local One, will be released before an employee in the same classification with provisional, probationary or permanent status.

12.3.2.2 The Human Resources Director shall first prepare a Layoff List of all those Competitive Service employees (including those who are on Leave of Absence Without Pay) and vacancies within the classification in which a reduction in the number of positions is to occur.

12.3.2.3 If the number of positions that would remain in the classification is less than the number of current incumbents, employees shall be listed according to their current status within one of the following categories. Employees listed in Category A shall have the highest retention rights, and persons in Category C shall have the lowest.

Category	Employee Status
A	Permanent Appointment in the Competitive Service
B	Probationary Appointment in the Competitive Service
C	Provisional Appointment in the Competitive Service

12.3.2.4 Within the above status categories, employees shall be listed in descending order beginning with the person who has the most continuous service with the City in the classification for which the list is prepared combined with continuous service with the City in classifications the maximum salary range, grade, or flat rate of which is equal to or higher than the classification for which the list is prepared. Calculations of continuous service for purposes of layoff shall include:

12.3.2.4.1 Time in the same classification under its present title or prior to its re-titling without a change in salary,

12.3.2.4.2 Time in a higher classification prior to reclassification to one with a lower maximum salary,

12.3.2.4.3 Time in another classification which has the same maximum salary,

12.3.2.4.4 Any paid leave of absence for which the City issued a payroll check,

12.3.2.4.5 Any AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY for 30 or less calendar days, and

12.3.2.4.6 Any AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY for 365 or less calendar days due to Military Leave, illness, injury, pregnancy, or post delivery care of child.

12.3.2.5 Calculations of continuous service for any class for purposes of layoff shall not include:

12.3.2.5.1 An employee's time in a previous classification the salary of which has a lower maximum, and

12.3.2.5.2 Any periods of AUTHORIZED LEAVES OF ABSENCE WITHOUT PAY for periods which exceed those specified in Sections 12.3.2.4.5 and 12.3.2.4.6 above.

12.3.2.6 Tie Breakers. If employees have identical periods of service within the same status category of the class, the following criteria shall be used in the order listed to determine which employee would be listed higher on the list:

12.3.2.6.1 Total continuous Competitive Service and Exempt Service time,

12.3.2.6.2 Total continuous service including Competitive Service, Exempt Service, and elapsed Limited Service time, or

12.3.2.6.3 The lowest last four digits of the employee's Social Security number.

12.3.2.7 Employees Subject to Layoff. The employee(s) listed at the bottom of the lists in the lowest status categories in which names appear shall be subject to layoff from that classification.

12.3.3 **Displacement (Retreat) List Preparation Procedure.** In the event that the employee, who has been found to be subject to layoff, held permanent status in or was employed in another class during the employee's period of continuous City service, the Human Resources Director shall prepare another Layoff List for that other class. Such list shall be prepared using the same methods for calculating service time and breaking ties described above.

This Displacement Procedure shall be followed in succession for as many times and classifications as necessary to identify the employee who is subject to layoff.

12.3.4 **Displacement (Retreat) Paths.** An employee, who is subject to layoff and who chooses to exercise retreat rights, exercises those rights in reverse sequence of appointments held in the Competitive Service during his or her period of continuous service, except that no employee shall have the right to retreat to a classification which currently has a higher maximum salary than the employee's present classification. Further, if a classification to which the employee has retreat rights has been abolished or is inactive (contains no authorized positions), the employee may retreat to the next existing active classification in the Competitive Service in which he or she held a permanent appointment and the employee will be credited with the amount of service time the employee had in the terminated or inactive classification.

**Exception:** Employees hired by the City prior to September 10, 1984 in one of the classifications listed in the FROM column of the chart titled Clerical Classification Recommendations (ATTACHMENT F) may retreat to a current classification which

is equivalent to one they previously occupied on a full-time basis. Current equivalent classifications are listed in the TO column of that chart. Displacement (retreat) paths of employees shall be traced according to ATTACHMENT C.

12.3.4.1 If a Competitive Service position is eliminated and the employee subject to layoff previously held an appointment to a full-time position in the Exempt Service, that employee would not have displacement (retreat) rights into the Exempt Service, but only would have displacement rights to a position in a Competitive Service classification if the employee held permanent status in that class prior to the Exempt Service appointment. The calculation of that person's service time would include the time spent in the Exempt Service appointment if the maximum salary of the Exempt Service classification is equal to or higher than that of the Competitive Service class to which the employee is retreating.

12.3.4.2 If an Exempt Service position is eliminated, and the incumbent had held permanent status in the Competitive Service prior to accepting a position in the Exempt Service, the incumbent would have displacement (retreat) rights to the previously held Competitive Service classification if it is to a classification that has a maximum salary that is equal to or lower than the employee's present classification.

12.3.4.3 Any person qualifying under the Displacement Procedure above shall be deemed to have held an appointment to the Clerical Trainee, Technical Trainee, or any new entry level classification within the employee's occupational field established after January 1, 1979, provided the person meets the qualifications of that classification. In case of dispute the Personnel Board shall determine occupational field or qualifications of an incumbent.

12.3.5 **Demotion or Transfer in Lieu of Layoff.** An employee subject to layoff under provisions of this Section may request demotion or transfer to a vacant position in any classification for which the Human Resources Director deems the employee qualified. In such cases, the provisions of Section 12.2.3 and Section 12.2.5.1 of this MOU shall apply as applicable. Qualified demotions or transfers to vacant positions will have priority over other applicants for vacant positions.

12.3.6 **Official Notice of Layoff.** Official Notice of Layoff shall be issued by the City Manager and shall:

12.3.6.1 Specify the date on which an employee is due to be laid off, such date to be a minimum of 10 working days following the date the notice is issued.

12.3.6.2 Cite the employee's right to re-employment, if any, and indicate the date on which the right expires.

12.3.6.3 Advise the employee of any available layoff assistance and referral services provided by the City.

12.3.6.4 Advise the employee that requests for paid time off to participate in employment interviews with other employers will be considered by the employee's supervisor, subject to the needs of the service.

12.3.6.5 Advise the employee of displacement rights, if any, including the department, classification, and salary rate to which the employee would be assigned if the right is exercised.

12.3.6.6 Specify the date and time by which the Human Resources Director must receive the employee's written response exercising or declining to exercise rights under the displacement procedure, such date not to exceed five (5) working days following the date the official Notice of Layoff is issued.

12.3.6.7 Advise the employee that, lacking a clear response from the employee within five (5) working days, the employee will be designated for layoff, and that any rights under the displacement procedure shall be deemed to have been forfeited.

### 12.3.7 **Re-employment Lists**

12.3.7.1 **Eligibility For Placement.** A Re-employment List for any class shall consist of the names of employees who have permanent status in that class and who either have been laid off after issuance of an official Notice of Layoff, or, in lieu of layoff, have been demoted, transferred, or have resigned from a position in the same class prior to the effective date of their layoff.

12.3.7.2 **Order of Names.** All names shall be placed on the Re-employment List in reverse order of the designated date of layoff. That is, the employee who was most recently laid off, or who demoted, transferred, or resigned in lieu of layoff, shall be placed highest on the list. Employees whose positions have been reclassified to a class having a lower maximum salary, but who have not been demoted for cause, shall have their names placed on the Re-employment List in order of their service in the class from which their position was reclassified.

12.3.7.3 **Duration.** Names shall remain on a Re-employment List for no more than two (2) years from the date of layoff; demotion, transfer, or resignation in lieu of layoff; or the reclassification of the position to a class having a lower maximum salary.

12.3.7.4 **Certification.** As provided in Personnel Rules Section 8.9, Re-employment Lists shall be given priority in Certifications to fill positions, subject only to the following provisions:

12.3.7.4.1 If an incumbent is reclassified with findings that an examination is required and an employment list is created from an examination that includes the incumbent, the appointing authority shall consider only the incumbent from that list and those on the Re-employment List for appointment. Individuals on the Re-employment List shall have equal, but no greater, consideration than the incumbent. If the employment list does not include the incumbent, the appointing authority shall consider only those on the Re-employment List.

12.3.7.4.2 No Re-employment, Reinstatement, Open, or Promotional Employment List shall be certified as a result of the reclassification of an incumbent with status.

12.3.7.4.3 If a Re-employment list exists for the class, the highest name on such list shall be certified when a vacancy is to be filled. If more than one vacancy is to be filled, then one more of the highest names shall be certified for each vacancy. In the event that employees on the Re-employment list have the same designated date of layoff, ties shall be broken using the tie breaker criteria specified in Sections 15.251 through 15.253 of the Personnel Rules. The principles governing availability of eligible employees and the removal of names from Re-employment lists shall be as provided in Sections 8.6 through 8.76 of the Personnel Rules.

12.3.7.5 **Restoration of Names of Laid off Employees to Employment Lists.** The names of probationary employees who are laid off, or demoted in lieu of layoff, shall be restored to the same eligibility block on the employment list from which the original appointment was made.

12.3.8 **Actions Upon Re-employment** When an employee is selected from a Re-employment List, the employee shall:

12.3.8.1 Resume permanent status in that class and no further probationary period for that classification shall be required;

12.3.8.2 Be placed at the same salary step in effect on the date of separation from employment per Section 7.3.4 of this MOU.

12.3.8.3 Resume accrual of vacation at the accrual rate for applicable years of service in effect on the date of separation from employment, and

12.3.8.4 Have the sick leave balance restored to the number of hours available on the date of separation from employment.

## **12.4 Loss of Employment Status**

**Unauthorized Absence - Automatic Termination.** Any employee absent for more than five (5) working days without prior permission of the appointing authority may be considered to have automatically terminated employment with the City. Such termination shall be final and without right of appeal or hearing unless said employee furnishes reasons satisfactory to the appointing authority for not having obtained prior permission.

## **13. Contracting Out**

The City will agree to meet and confer with the Union when an employee is adversely affected by a City decision to contract out work normally performed by such employee.

## **14. Leaves of Absence**

### **14.1 Sick Leave**

Employees will accrue sick leave the rate of 3.692 hours credited at the end of each full biweekly pay period during which such an employee receives at least 56 hours of straight-time pay. No sick leave credit shall accrue to an 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, pay for approved vacation, sick leave, compensatory time off, an observed holiday, the 3 hours off with pay on Good Friday, jury duty, and/or City pay for military leave. Overtime hours worked and/or any authorized leave of absence with pay shall not apply toward the accrual of sick leave. Sick leave may be accumulated without limit.

14.1.1 Sick leave shall be available to employees as it accrues at the end of each pay period following date of eligible employment.

14.1.2 One-fourth (1/4) of an employee's unused sick leave, up to a maximum of 200 hours, may be converted to pay upon retirement, or upon termination if eligible for retirement.

14.1.3 Sick leave applies to absences during pregnancy that are caused by either illness due to pregnancy or the attending physician's order that the employee cease

work. If the employee is ordered to cease work, the employee shall be allowed to use any available sick leave, vacation, or compensatory time, and authorized leave of absence without pay for the period commencing with cessation of work to the date released to return to work by the attending physician. The use of additional vacation or compensatory time off to extend the period of paid leave is at the discretion of the appointing authority in accordance with the provisions of the Family Medical Leave Policy, Policy & Procedure No. 77. An extension of authorized leave of absence without pay shall be in accordance with Section 16 of the Personnel Rules.

**14.1.4 Use of Sick Leave.** An eligible employee can only be granted sick leave with pay upon recommendation of the appointing authority for the following:

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

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

For purposes of this section, immediate family is defined as the employee's spouse, registered domestic partner, parent, parent-in-law, brother, sister, child (including legally adopted child), grandparent, grandparent-in-law, or any or either of them; and if living within the employee's home, grandchild.

14.1.4.3 In the event 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.

**14.1.5 Augmentation of Temporary Disability Indemnity.** When a City employee is receiving temporary disability indemnity under applicable Workers' Compensation provisions of the State Labor Code, the City shall augment that indemnity to provide the employee with the equivalent of full salary payment during the first 60 days of disability. The waiting period for long term disability insurance shall be 30 days. Employees on long term disability will be allowed to convert vacation or compensatory time leave to pay for health insurance to the extent allowed by law.

**14.1.6 Limitations**

14.1.6.1 Not more than eighty (80) work hours of sick leave within any calendar year may be granted to an employee to care or attend to the members of the employee's immediate family.

14.1.6.2 Not more than eighty (80) work hours of sick leave within any calendar year may be granted to an employee due to death of a member of the employee's immediate family or death of a parent-in-law or grandparents of employee or spouse.

14.1.6.3 Entitlement to paid sick leave shall not occur while an employee is absent from work for any of the following causes:

14.1.6.3.1 Absence due to disability arising from any sickness or injury, purposely self-inflicted or caused by any of the employee's own willful misconduct;

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

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

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

14.1.6.5 If an employee is on sick leave on the day the City observes a holiday, that day shall not be counted as a day of sick leave.

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

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

14.1.6.8 Misuse of sick leave may be cause for disciplinary action, including possible discharge.

14.1.6.9 Lack of proper notification or lack of evidence of illness or injury, or due to limitations set forth in Section 14.1.6, may be cause for denial of the use of sick leave.

14.1.6.10 The employee's supervisor, appointing authority, or the Human Resources Director may require the employee to provide a physician's certificate, or other similar evidence, to support the reason for an absence for which sick leave was requested.

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

14.1.7 **Termination of Service.** An employee who is terminated, except when eligible for retirement or when caused by layoff for lack of work or funds, shall forfeit all sick leave accrued at the time of termination. Forfeited sick leave shall not be reinstated upon re-employment with the City. Employees who retire or who are eligible for retirement upon termination, will be paid for one-fourth (1/4) of their unused sick leave balance not to exceed 200 hours.

14.1.8 **Proper Notification.** Each employee shall provide, or make a reasonably diligent effort to provide, notice of absence to the immediate supervisor or the supervisor's office (or to such person clearly designated by the immediate supervisor) within the first hour of the employee's work shift on the initial workday that sick leave is being requested. The appointing authority, however, may establish an earlier notification time that is to be observed by the employee.

14.1.9 **Health Examination.** Time off for medical examinations required for duty assignment licensing may be charged to any of the accumulated leave balances including sick leave. The costs charged for such medical examinations shall be paid by the City if not provided by the health plan coverage elected by the employee. Any medical examination required and paid for by the City shall remain confidential, except the employee will be entitled to a copy of all test results and conclusions upon request.

## 14.2 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 death of employee's immediate family or death of a parent-in-law, grandparents, or grandchildren of the employee or the employee's spouse.

Son-in-law and daughter-in-law shall be included in the definition of immediate family for purposes of Bereavement Leave.

## 15. Authorized Leave of Absence Without Pay

### 15.1 Personal Leave

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

**15.1.1 Authorization for Personal Leave of Absence Without Pay.** An employee's request for leave of absence without pay may be granted by the appointing authority for a period of up to five (5) working days. Upon recommendation of the appointing authority and the Director of Human Resources, requests for leaves of absence without pay for periods greater than five (5) days, but for no more than two (2) years, may be granted by the City Manager. An employee must use all accrued paid leave prior to being placed on disability leave without pay. The denial by the City Manager of an unpaid leave of absence request may be appealed to the Personnel Board.

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

**15.1.3 Failure to Return from Authorized Leave of Absence Without Pay.** Failure of an employee to return to employment upon the termination of any authorized leave of absence shall constitute a separation from service of that employee, unless such leave is extended by the appropriate authority as specified in Section 15.1.1.

## **15.2 Authorized Leave of Absence Without Pay for Military Duty**

Nothing herein shall limit or prevent the City Manager (or designee) from granting a leave of absence without pay for an indefinite period of time to any employee who is called into active military service. Such a leave of absence may be granted by the City Manager or designee to an employee who volunteers or enlists for active military service. Leave of absence without pay shall be automatically terminated for those who voluntarily extend or accept extension of their military service period.

**15.2.1 Return from Authorized Leave of Absence Without Pay for Military Duty.** Notwithstanding provision of Section 16.7 of the Personnel Rules, the applicable sections of the California Military and Veteran's Code shall apply in determining benefits for those employees returning from an authorized leave of absence without pay for military duty.

## **15.3 Authorized Leave of Absence Without Pay for Job Injury**

The City Manager (or designee) may grant a leave of absence without pay for an indefinite period of time to any employee who is disabled by job injury or illness. Such leave may be terminated by the City Manager when he/she determines to his/her satisfaction that the employee is permanently disabled and unable to perform the duties of the class.

#### **15.4 Family Care Leave**

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

#### **15.5 Catastrophic Leave**

A voluntary employee leave donation program has been established as provided in the Catastrophic Leave Policy.

#### **15.6 Union Business (Release Time)**

The Union may designate, within each Fiscal Year, two employees from each Representation Unit who will be granted by their Department Head(s) up to three workdays Authorized Leave Without Pay to participate in Union training seminars or scheduled conferences. If the demands of the service will not permit the absence of the employee(s) for the date(s) indicated, the Department Head shall have the discretion to deny the request and to advise the Union to designate an alternate whose absence would not seriously disrupt City operations.

### **16. Jury Duty**

The City of Concord will provide Jury Duty leave with pay for those employees called or selected to serve for Court Jury Duty according to the following provisions:

- 16.1** An employee called for Jury Duty shall immediately notify the immediate supervisor and the Department Head by providing the Jury Summons indicating the date, time, and place.
- 16.2** An employee serving on Jury Duty may remain in a regular pay status and turn over to the City Jury Duty fees received (other than a mileage or transportation allowance), or an employee may take vacation leave, compensatory leave, or leave without pay and retain all Jury Duty fees and allowances.
- 16.3** Employees remaining in regular pay status shall immediately pay to the City's Finance Department, through their Department Head, the full amounts received for Jury Duty fees.
- 16.4** An employee called for Jury Duty shall report for work each day before Jury Duty begins if there is a reasonable amount of time. On workdays when Jury Duty is completed early, the employee shall return to the job and work the remainder of the normal shift if there is a reasonable amount of time.
- 16.5** The employee shall submit a "Leave Authorization" form for the time required for Jury Duty.

## **17. Discipline**

### **17.1 Cause of Disciplinary Action**

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

17.1.1 Fraud in securing appointment or falsification concerning records, fellow employees, or work performed.

17.1.2 Incompetency or inefficiency.

17.1.3 Inexcusable neglect of duty.

17.1.4 Insubordination.

17.1.5 Willful disobedience.

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

17.1.7 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.

17.1.8 Illegal use of narcotics or drugs or use to the detriment of work performance.

17.1.9 Dishonesty or immorality.

17.1.10 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.

17.1.11 Unauthorized absence without leave.

17.1.12 Discourteous or non-cooperative treatment of the public or other employees.

17.1.13 Misuse of or misappropriation of City property or funds.

17.1.14 Improper political activity as defined in Section 11311 of the Municipal Code.

17.1.15 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.

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

17.1.17 Acceptance of gifts or gratuities for favors or services performed during the course of City employment or due to City employment.

17.1.18 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.

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

17.1.20 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 professionals as well as the ATC/F&O units. That condition has been fulfilled.

## **17.2      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.

17.2.1 **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.

17.2.2 **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.

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

17.2.4 **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.

17.2.5 **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 Section 7.3.8.1. 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.

17.2.6 **Dismissal** means the termination of an employee from the City service.

### 17.3 **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.

### 17.4 **Notice to Employees**

Before taking any of the disciplinary actions specified in Section 17.2 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:

17.4.1 A statement describing the proposed disciplinary action.

17.4.2 A reference to the rule or standard violated.

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

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

17.4.5 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.

17.4.6 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.

## **17.5 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.

## **17.6 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.

## **17.7 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.

## **17.8 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 18.

## **17.9 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.

## **17.10 Appeal Procedure**

The following procedure shall be used in the appeal process:

**17.10.1 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.

**17.10.2 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.

**17.10.3 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.

**17.10.4 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.

17.10.5 **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.

17.10.6 **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.

17.10.7 **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.

17.10.7.1 **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:

17.10.7.1.1 There is not evidence to justify the disciplinary action taken.

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

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

17.10.7.1.4 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.

17.10.7.2 **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 17.7 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).

### **17.11 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.

### **17.12 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 17.9.

## **18. Grievance Procedure**

### **18.1 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.

### **18.2 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.

### **18.3 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.

#### **18.4 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.

#### **18.5 Procedure**

**18.5.1 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.

**18.5.2 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.

**18.5.3 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.

**18.5.4 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.

**18.5.5 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.

**18.5.6 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.

**18.5.7 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.

## **18.6 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.

## **18.7 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 18.2.

## 19. Complaint Procedure

The following procedure applies to disputes over working conditions where such disputes are not subject to the grievance procedure as specified in Section 18 herein. The employee may be represented by the Union at any step of the procedure.

- 19.1 The employee shall first attempt to resolve the matter with the employee's immediate supervisor.
- 19.2 If the dispute is not resolved, the employee may request that the matter be referred to the Department Head.
- 19.3 If the employee and the Department Head cannot resolve the dispute, the employee may send a written complaint to the City Manager stating the nature of the complaint and the remedy sought. The City Manager, or designee, shall meet with the parties to the dispute and attempt to resolve it. If the parties cannot agree to a resolution, the City Manager or designee shall render a final decision.

## 20. Safety and Health

### 20.1 Safety

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

20.1.2 **Safety Glasses.** Subject to the following provisions, the City will provide a pair of glasses that conforms to Federal standards as "safety glasses" upon request of the employee or if the employee's supervisor or applicable regulation requires the wearing of such glasses.

20.1.2.1 The City shall provide one pair of safety glasses including safety frame and lenses. If the employee normally wears corrective lenses, the appropriate eye prescription will be at the employee's expense; the City will pay for grinding the lenses to the specifications prescribed by the employee's eye doctor.

20.1.2.2 To obtain safety glasses, employee shall first contact the Human Resources Department to secure the necessary order form.

20.1.2.3 The employee will be responsible for appropriate fitting and verification of correctly ground lenses upon receipt of the safety glasses. If not suitable, the employee shall promptly notify the Human Resources Department.

20.1.2.4 One pair of safety glasses will be repaired or replaced if the prescription changes, or if the glasses are broken or damaged, provided that the defective glasses are returned to the Human Resources Department.

20.1.2.5 Replacement of lost glasses will be at employee expense, unless the employee's supervisor otherwise recommends, based on evidence that the loss occurred during the performance of work for reasons other than employee carelessness or negligence. Non-glare safety glasses shall be provided to VDT users if the Safety Committee so recommends.

20.1.2.6 Employees not participating in the Safety Glasses Program will have the option of receiving an equal contribution towards the purchase of frames and lenses through a designated vendor as authorized by the Director of the Human Resources Department.

20.1.3 **Toxic Materials.** The City shall review practices and procedures for employee handling and storage of toxic materials. Any necessary safety equipment and training will be provided by the City.

20.1.4 **Safety Equipment.** The City will reimburse employees up to \$175 per year for safety boots complying with standards established by the Safety Committee. The reimbursement amount shall be increased to \$200 in July 2004, \$220 in July 2006 and \$240 in July 2008. All field employees shall wear approved safety boots.

20.1.5 **Prescription Drugs.** 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.

## 20.2 Wellness Program

The City shall maintain a Wellness Program for all City of Concord employees.

## **20.3 Physical Capacity of Employees**

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

20.3.2 No employee shall hold any position in a class for which the employee is physically unable to perform fully the essential duties of such position and without hazard to either the employee or others. Within the limitations indicated, and consistent with the provisions of existing Personnel Rules, the City will place physically disabled employees in such positions as are available in the City service where their disabilities will not affect their performance of essential job duties. The employee's length of service, quality of performance, cause and nature of disability, and the available openings may be considered in placing disabled employees.

## **20.4 Stress Management**

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

## **21. Benefit Plans**

### **21.1 Group Medical Coverage - Active Employees and Employees Retiring After August 1, 1998**

**21.1.1 Group Medical Coverage.** The City will continue to provide medical group coverage through the CalPERS Health plan and will pay up to the applicable premium rate for the Kaiser Plan offered through CalPERS for the term of this MOU.

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

21.1.1.2 For the 2010 calendar year, the City shall pay 100% of the Kaiser premium at each level of coverage (employee only, employee plus one, or employee plus two or more).

21.1.1.3 Effective January 1, 2011, and each year thereafter, parties shall share equally in any increase or decrease in the cost of the Kaiser premium at each level of coverage. For example, if the Kaiser Family rate increases by \$100 in 2011, all bargaining unit employees participating at the Family level will pay \$50 and the City will pay 50% of the increase (\$50), for a total city contribution of \$1,434.66. If the Kaiser Family rate increases by an additional \$100 in 2012, the employee contribution will rise to \$100 and the City contribution will rise to \$1,484.66

21.1.2 **OPEB Re-Opener.** Once the City determines a plan regarding Other Post Employment Benefits (OPEB), the City will notify the Union and the parties will reopen the Agreement to meet and confer over this issue. The meet and confer shall be subject to impasse provisions of the City's Employer Employee Relations Resolution and the Meyers-Milias-Brown Act.

21.1.3 The City agrees to provide employee and dependent coverage, and the premium determined in 21.1.1 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.

21.1.4 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 premium for employee Kaiser coverage. To participate in this program, the employee shall sign a waiver, provided by the City, and provide proof of personal health plan coverage which shall be provided to the Human Resources Department. If such proof is not provided by the end of the open enrollment period, the payment shall be stopped and the employee enrolled in a health plan effective January 1 of the following year.

21.1.5 The City shall provide a salary reduction program which allows employees to make pre-tax contributions for health benefits pursuant to the provisions of Internal Revenue Code sections 125 and 129.

21.1.6 **Health Care Coverage for Disabled Eligible Employees.** Health care coverage may be extended to disabled Eligible Employees subject to the following sub sections, 21.1.6.1 through 21.1.6.7.

#### 21.1.6.1 **Definitions**

21.1.6.1.1 "Eligible Employee" means persons employed full-time by the City of Concord in a regular position in the Competitive Service.

21.1.6.1.2 "Dependent" means the Eligible Employee's legal spouse, and/or children who are eligible for coverage under the City provided CALPERS health plan.

21.1.6.1.3 "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.

21.1.6.1.4 “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.

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

#### 21.1.6.2 **Eligibility**

21.1.6.2.1 Extended health care coverage shall be limited to those Eligible Employees who become eligible and continue to be eligible to receive benefits under the City of Concord's Long Term Disability Program.

21.1.6.2.2 Participation in extended health care coverage program by a disabled Eligible Employee and/or dependent(s) shall be voluntary.

21.1.6.2.3 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.

#### 21.1.6.3 **Scope of Extended Health Care Coverage**

21.1.6.3.1 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.

21.1.6.3.2 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.

21.1.6.4 **Participation/Election Options.** Eligible Employees who elect to participate in the extended health care coverage program may choose one of the following options.

21.1.6.4.1 **Option 1. Conversion of Entire Sick Leave Balance.** Convert the entire unused sick leave balance available at the date coverage commences. The entire unused sick leave balance at the date of retirement may be converted to fully-paid individual health

care coverage. The number of unused sick leave hours shall be divided by eight (8) and rounded to the nearest whole number to determine the number of months of fully-paid health care up to the CALPERS Kaiser premium amount provided to regular, full-time employees for Individual Coverage. If the Eligible Employee chooses to have a spouse covered, the number of months of coverage shall be reduced by one-half. Health care coverage for dependents other than a spouse shall be at the sole expense of the Eligible Employee. However, if there is no spouse, one, and only one, dependent child of the Eligible Employee may be designated to receive the spousal coverage. Any premium amount for the selected coverage which exceeds the CALPERS Kaiser premium shall be paid by the Eligible Employee to the Finance Director. Upon exhausting the period of paid health coverage, the Eligible Employee may elect to continue participation in extended health care coverage by commencing payment as described in Option 3 below.

**21.1.6.4.2 Option 2. Conversion of Residual Balance of Sick Leave.** Freeze 800 hours of the unused sick leave balance available when Long Term Disability benefits commence. The Residual Balance of Unused Sick Leave (excess over 800 hours) may be converted to fully-paid extended health care as described under Option 1 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 will receive the dollar value of the frozen 800 hours of unused sick leave computed at the rate set forth in Section 14.1.2 above.

**21.1.6.4.3 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.

21.1.6.5 Except as provided in Section 21.1.5.4.2 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 stop participation in the extended health care coverage program.

#### 21.1.6.6 **Death of Disabled Eligible Employee**

21.1.6.6.1 Upon the death of a disabled Eligible Employee's spouse who has been covered under these conversion provisions, any or all of his or her unused months of fully-paid extended health care coverage will be made available to the disabled Eligible employee.

21.1.6.6.2 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.

Upon conclusion of fully-paid coverage, a surviving spouse, until remarriage, may elect to continue to participate in the extended health care coverage program by commencing payment as described in 21.1.6.4.1 above. Dependent coverage would be at the sole expense of the surviving spouse.

21.1.6.6.3 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.

21.1.6.6.4 If, under Section 21.1.6.4.1., a dependent child was provided coverage in lieu of the spouse, that dependent child may have access to any remaining months of such fully-paid health care coverage while remaining eligible as a dependent for coverage by the CALPERS health plan. Upon exhaustion of the remaining months, or if the dependent child ceases to meet eligible requirements of the CALPERS health plan, whichever is first, no further participation in extended health care coverage shall be offered.

#### 21.1.6.7 **Conversion of Sick Leave to Retirement Service Credit.**

Nothing contained in this document 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.

## 21.2 **Flexible Spending Accounts**

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-payments, and medical expenses.

The parties also agree that the City may pay the employer portion of medical premiums (less 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.

### **21.3 Dental**

21.3.1 The City will maintain current plan for the term of the contract and pay total premium cost for employee and dependents.

21.3.2 The dental plan shall include orthodontic coverage for the employee, eligible spouse and dependent children under the age of 19 years. Such orthodontic coverage shall be on a 50%-50% copayment basis with a limit of \$2,000 cost to the City for the lifetime of the covered person.

21.3.3 The dental coverage shall provide that if an eligible person selects a more expensive plan of treatment than is customarily provided, or specialized techniques rather than standard procedures, the dental claims administrator will pay the applicable percentage of the lesser fee and the patient is responsible for the remainder of the dentist's fee. For example, a crown where a filling would restore a tooth, a gold crown where one constructed of semi-precious materials would restore the tooth, or a precision denture where a standard denture would suffice. Thus, the use of gold for crowns and jackets may be considered an optional benefit whenever the patient and dentist elect to use gold when other materials generally accepted by the dental profession will adequately restore the tooth; the additional cost, if any, would be the responsibility of the patient. The application of this provision shall be contingent upon agreement of all Certified Employee Organizations.

21.3.4 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".

21.3.5 The Union has the option of enhancing the dental plan provided herein by deducting the cost of such enhancement from the salary increase provided at Section 7.2 above.

### **21.4 Long Term Disability**

Complaints in the administration of the City's Long Term Disability Program shall first be directed to the Human Resources Department. If not resolved, such complaints may be submitted in writing to the City's Retirement Board for consideration.

### **21.5 Life Insurance**

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

## **21.6 Retirement**

### **21.6.1 Retirement Formula:**

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

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

### **21.6.2 Reporting Employee Contributions as Special Compensation:**

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

**21.6.3 Employee Contribution Pick up:** Effective July 1, 2010, the City will reduce the Employer Paid Member Contribution by 2% (from 8% to 6%). Bargaining unit employees will pay the 2% member contribution on a pre-tax basis.

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

**21.6.4 Retirement Cost Sharing:** The City agrees to absorb any changes in the employer contribution rates through June, 2005. Beginning with contribution rate changes effective July, 2005, any increase in the employer rate in excess of 1.5% will be shared equally (50/50) between the City and the employees. The resulting employee share will be reduced from the July, 2005 calculated CPI adjustment. The same methodology will be followed in subsequent years of the term of this MOU. In no case shall the adjustment exceed 1% of salaries, alone or in combination with the health premium sharing calculation described in Section 21.1 above.

21.6.4.1 In the event there is a reduction in the employer contribution rate from the previous year's rate, the sharing formula described in 21.5.5 will be reversed. The City would realize the first 1.5% reduction in contribution rate. Reductions greater than 1.5% would be shared equally (50/50) between the City and the employees. The July CPI adjustment would be increased by the resulting employee share, not to exceed the amount contributed by employees the previous year under the combined retirement/health premium cost sharing calculations and in no case greater than 1% of unit salaries.

21.5.6 The parties will reopen to consider the 2.7% @ 55 enhanced retirement formula if mutually agreeable.

21.6.5 For purposes of determining retirement benefits, “Final Compensation” shall mean the highest average monthly compensation, including special compensation, paid as a salary to a member during any period of twelve (12) consecutive months during the member’s membership in the PERS Retirement Program and/or the City of Concord Retirement System, as applicable. Compensation, as herein defined, paid during any period of service under a Reciprocal System shall be considered compensation for purposes of computing Final Compensation in the Concord retirement plan, provided entry into membership in one system occurred within three (3) years of discontinuance of employment as a member of the other system.

21.6.6 In addition, full-time employees who retire from the City are eligible for specific retirement awards as detailed in Attachment E.

## **21.7 Deferred Compensation**

Full-time employees shall be eligible to participate voluntarily in the City of Concord Deferred Compensation Plan subject to Internal Revenue Service approval.

## **21.8 Employee Assistance**

The City shall 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 on termination of employment. Except for the number of counseling sessions, the Employee Assistance Program 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.

## **21.9 Tuition Reimbursement**

21.9.1 Subject to the following provisions, the City will reimburse employees for expenses incurred for tuition and books required for courses of study providing the following conditions are met.

21.9.1.1 An employee shall obtain advance approval of a course of study or training program by submitting to the Human Resources Director, via channels, a “Request for Tuition Refund” form. This form must be initiated by the employee prior to incurring any expenses. If the course is approved for reimbursement, the Human Resources Director will so indicate by signing the form and returning a copy, through channels, to the employee. If the course is disapproved, the form will be returned as disapproved, through channels, to the employee.

21.9.1.2 The subject matter of the course, training program, or degree shall relate to the employee's work with the City and be designed to improve the employee's job performance.

21.9.1.3 The course shall be conducted by a school accredited by the Western Association of Schools and Colleges, the National Home Study Council, or by special permission as determined by the Human Resources Director.

21.9.1.4 The class and study time shall be outside the employee's working hours.

21.9.1.5 The course shall be completed with a grade better than a C- or a certificate of satisfactory completion.

21.9.1.6 Text books or other materials required by the course may be retained by the employee.

21.9.1.7 Upon completion of the course, the employee shall submit the copy of the Request for Tuition Refund form previously approved by the Human Resources Director, along with the receipted bill for tuition and books, and verification of satisfactory completion for the course to the Department Head for further transmittal to the Human Resources Director.

21.9.1.8 The Human Resources Director shall note the satisfactory completion of the course in the employee's service record and forward the approved tuition request to the Finance Department for payment.

## 21.9.2 Exclusions and Limitations

21.9.2.1 Reimbursement shall not be provided for such expenses as graduation fees, deferred tuition payment fees, student body fees, binders, note papers, exam blue books, parking fees, miscellaneous supplies, computer hardware and software, and battery-operated or electric calculators.

21.9.2.2 The maximum benefit payable to an employee per fiscal year for attending a school that is privately owned and/or operated shall not exceed \$600. No such limits shall apply to schools that are publicly owned and/or operated.

21.9.2.3 This policy shall not apply to any course or program conducted by an educational institution through a contractual relationship with any type of "Educational Broker" similar to those listed in Attachment D and further described in the report Educational Brokering in California Digest as published by the California Post-secondary Education Commission, April 27, 1977. Further, the City shall neither approve, recognize, nor reimburse any "Life Experience" credits that may be granted by any educational institution. Also, the City shall not reimburse under the Tuition Refund Program for any and all courses given by an educational institution,

school or service that leads to a degree which includes credit for “prior learning experiences” that is not classroom related; regardless of the fact that the institution or school has been accredited by the Western Association of Schools and Colleges.

## 22. Uniforms and Work Clothes

### 22.1 Uniforms

Except as specified in Paragraph 22.1.2 below. Employees assigned to the following full-time regular positions in:

#### **Administrative, Technical & Clerical Representation Unit**

Construction Inspection  
Equipment Maintenance Storekeeper and Central Storekeeper Classes  
The survey crew  
The technical classes in Traffic Engineering Section  
Neighborhood Preservations Specialist

#### **Field & Operations Representation Unit**

Facilities Management  
Parks Maintenance  
Traffic Safety  
Street Systems Services  
Waste Water Collections  
Units of: the Maintenance Services and Engineering and  
Transportation Departments; the Willow Pass Park, Diablo Creek  
Golf Course, and Pavilion Maintenance Units of the Leisure Services  
Department

shall receive at City expense after the City’s budget has been adopted for the fiscal year the following basic uniform:

Reimbursement up to \$175 per fiscal year for work pants, with a \$35 per pair maximum payment. This will allow a purchase of a minimum of five pair of work pants per fiscal year. Reimbursements will increase during the term of this contract as follows:

Effective July, 2004: \$200 per year, \$40 per pair maximum

Effective July, 2006: \$220 per year, \$44 per pair maximum

Effective July, 2008: \$240 per year, \$48 per pair maximum

All shirts and jackets shall be issued with the employee’s first name printed or sewn in a visible location (nicknames that are proper names are acceptable, e.g., Jim for James, Rick for Richard, Beth for Elizabeth).

Five T-shirts (or three tanks tops as an option available to only employees of the Maintenance Services and Engineering and Transportation Departments.)

Five work shirts (short sleeved, or long sleeved, or polo/golf sport shirts).

<p><b><i>Administrative, Technical &amp; Clerical Representation Unit</i></b> One field jacket every year if needed.</p>
--

<p><b><i>Field &amp; Operations Representation Unit</i></b> One field jacket every year.</p>
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22.1.1 Modifications not involving cost increases which were agreed to by the clothing committee October 1993 shall be implemented per Attachment D.

22.1.2 Maintenance and custody of the above clothing items shall be the responsibility of the employee; however, title shall be vested with the City.

22.1.3 Employees will notify the City when only a partial issue of the annual replacement clothing is needed. When circumstances justify, replacements may be made at a time other than the annual replacement.

***Field & Operations Representation Unit***

**22.2 Variations to Uniforms**

22.2.1 In lieu of the basic uniform described in Paragraph 22.1, a clothing rental and laundry service which provides coveralls daily shall be provided to full-time employees occupying regular positions in the Equipment Maintenance Section and the Golf Course Equipment Mechanic.

22.2.2 In addition to the basic uniform described in Paragraph 22.1, full-time employees occupying regular positions in the following sections or classes shall receive and maintain coveralls as specified below:

22.2.2.1 Irrigation Section and Tree Crew—two per year.

22.2.2.2 Traffic Signal Maintenance—one per year.

22.2.2.3 Maintenance Carpenter, Maintenance Electrician, Maintenance Utility Mechanic, and the Maintenance Workers assigned to the Building & Lands Unit—one per year.

22.2.2.4 Employees regularly assigned to operate the Vac All—two per year.

22.2.2.5 Employees regularly assigned to duty in sewer maintenance and others with similar working conditions.

22.2.3 Full-time garage employees occupying regular positions shall be issued field jackets annually.

22.2.4 Full-time Maintenance Painters occupying regular positions shall be issued five (5) pairs of “painter whites” per year.

**22.3** Personal protective clothing consisting of the following items may, as needed, be provided to full-time employees occupying regular positions at City expense by the Department Head upon recommendation of the supervisor:

22.3.1 Rain gear, including raincoat with hood or hat and galoshes or rain boots.

22.3.2 Disposable coveralls.

22.3.3 One sweat shirt per year.

***Administrative, Technical, and Clerical Representation Unit***

- 22.4** The City shall provide any of the following items at the request of a full-time Building Inspector, Electrical Inspector, Mechanical Inspector, or Construction Inspector occupying regular positions: One pair of coveralls, a rain jacket, one pair of galoshes, and one sweat shirt per year. Incumbents in these Inspection classes shall also be entitled to five trousers per year upon request. Maintenance and custody of these clothing items shall be the responsibility of the employee; however, title shall be vested with the City. Replacement of these items may be made when the circumstances justify.
- 22.5** Those employees in the Senior Offset Duplicating Machine Operator and Offset Duplicating Machine Operator classes, may request that a protective smock be provided if needed.
- 22.6** The City shall provide to employees assigned to the Community Service Officer and Crime Scene Technician classes an annual clothing allowance of \$550. Such allowance may be paid in semi-annual installments during a fiscal year. The purpose is for a uniform to be as designated by the Chief of Police. The wearing and use of such uniform shall conform to the Uniform Policy set by the Chief of Police. If sworn officers within the Peace Officer Representation Unit receive an increase in their Uniform Allowance effective in Fiscal Year 2000-01, that same amount shall also be granted to full-time regular employees in the Community Service Officer and Crime Scene Technician classes effective at the same time during that Fiscal Year.
- 22.7** The City may designate store(s) where all or part of the clothing items are to be secured. The quality, style, and color of all items are to be at the discretion of the City. Authorized employees who are to be provided these specific clothing items at City expense shall visit the designated store(s) and initiate transaction on their own off-duty time within five days of being notified to do so by their supervisor to secure such garments that fit properly.
- 22.8** Employees provided City uniforms shall wear the uniforms at all times during the employee's regular working hours unless otherwise directed by the employee's immediate supervisor. Other articles referred to in this Section shall be worn as directed by the supervisor.
- 22.9** City uniforms may be worn directly to and from work. Employees may use locker facilities to change into City uniforms when such facilities are in the area in which they normally report for work. If locker facilities are used, uniforms may be changed before and after normal working hours, or during authorized clean-up time; however, employees are to be in uniform at the normal working time.
- 22.10** The City uniform is not to be worn except when on duty or reporting to or from duty in the service of the City of Concord.

- 22.11 Employees called for emergency work are not required to change into the City uniform prior to reporting for emergency work.
- 22.12 The City uniform is to be given the same protective care and consideration as other City property.
- 22.13 Upon reassignment or termination, the City uniform shall be returned to the issuing department unless otherwise directed by the employee's immediate supervisor.

## **23. Reimbursement**

### **23.1 Damaged or Lost Personal Property**

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

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

23.1.2 Damage to or loss of personal property occurring in all but the following circumstances shall be eligible for reimbursement:

23.1.2.1 Theft or vandalism.

23.1.2.2 Ordinary wear and tear.

23.1.2.3 Employee carelessness, negligence, or lack of proper care.

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

23.1.2.5 Incidents occurring outside hours actually worked (for example: breaks, meal periods, standby duty).

23.1.3 Employees shall not be eligible for reimbursement for damage to or loss of any personal property for the following:

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

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

23.1.3.3 Clothing provided at City cost.

23.1.3.4 Vehicles.

23.1.3.5 Items that have exceeded their normal life expectancy.

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

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

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

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

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

#### 23.1.5 **Claims Procedure**

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

23.1.5.2 The employee's supervisor will review the claim and complete that portion designated for supervisory response and forward the claim form to the Department Head.

23.1.5.3 The employee's Department Head will review the claim; add comments as appropriate; and forward to the approving authority.

23.1.5.4 The approving authority will determine whether or not the claim satisfies the criteria specified above. If the criteria are met, the approving authority will provide reimbursement. If a claim does not appear to meet the eligibility criteria, or if the amount of reimbursement appears to be inappropriate, the approving authority will notify the Department Head of the concern prior to notifying the employee. The employee may be requested to provide additional information to substantiate a claim. The approving

authority and Department Head may, when appropriate, negotiate reimbursement amounts with the claimant or the claimant's representative.

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

23.1.6 **Disputes.** Disputes regarding either eligibility for reimbursement or the amount of reimbursement may be processed at the Third Step of the Grievance Procedure, Section 18.5.3

## **23.2 Driver's License**

The City shall reimburse the difference between the Class C drivers license and the Class B or A drivers license, as applicable, for maintenance employees who are required to possess Class B or A licenses as part of their duties.

## **23.3 Travel**

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

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

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

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

23.3.5 When vehicles, either private or City-owned, are provided for authorized travel, employees shall pool rides whenever possible.

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

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

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

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

23.3.10 Travel time for mandatory training will be compensated when it occurs outside normal working hours, and less any travel time equivalent to the employee's normal commute time. Overnight travel will be treated as required by FLSA. Mandatory training will be defined as any training required to maintain legal certification.

## **24. Personnel Files**

**24.1** It is recognized that the employee's official personnel file is maintained in the City's Human Resources Department under the custody of the Human Resources Director. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the City when actually necessary in the proper administration of the affairs of the City or the supervision of the employee.

**24.2** Materials in the official personnel files of an employee which may serve as a basis for affecting the employment status of the employee, are to be made available for inspection of the employee involved. Every employee shall have the right to inspect such materials in his or her own file on request. Such review shall take place during normal business hours and the employee shall be released from duty for a reasonable period of time for this purpose without salary deduction. An employee or the employee's designated representative shall have the right to examine and/or obtain copies of any material from the employee's official personnel file. Written authorization from the employee is required for his or her designated representative to examine and/or obtain copies of any material from the employee's official

personnel file, unless the employee is present when the representative requests to examine the file.

- 24.3** Employees shall be provided with a copy of any letter or commendation received by the City and shall be entitled upon request to have a copy of such placed in their personnel file.
- 24.4** Information of a derogatory nature shall not be entered into the employee's official personnel file until the employee is given notice and an opportunity to review and comment thereon. All derogatory material other than employee performance evaluations shall be removed from the employee's file upon the employee's request after remaining in the file for a period of five (5) years. Such material shall be sealed and retained in a confidential folder and may only be used in conjunction with disciplinary action regarding the employee. An employee shall be notified within 15 working days if such sealed folder is opened.
- 24.5** An employee shall have the right to grieve the placement of any derogatory material in his or her file.

## **25. Policies and Procedures**

Prior to consideration by the Personnel Board, the City agrees to provide twenty (20) working days notice of any proposed modification, amendment, or consideration of any new Policy or Procedure Statement affecting personnel covered by this MOU. With mutual consent of the parties, this 20-day notice may be waived.

## **26. Outside Employment**

- 26.1** City employees shall not engage in any employment activity, or enterprise for compensation which is inconsistent, incompatible, or in conflict with, or inimical to their duties as City employees or with the duties, functions, or responsibilities of the employee's appointing authority or the department in which employed. A City employee shall not perform any work, service, or counsel for compensation outside of such employment where any part of his or her efforts will be subject to approval by any officer, employee, board, or commission of the City, unless otherwise approved in the manner prescribed by Sections 26.2 and 26.3 below.
- 26.2** Prohibited Activities. Each appointing authority may determine, subject to the concurrence of the City Manager, those outside activities which, for employees under his or her jurisdiction, are inconsistent with, incompatible to, or in conflict with their duties as City employees. An employee's outside employment, activity, or enterprise may be prohibited if it:

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

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

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

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

**26.3** Authorization. Any employee, wishing to engage in an occupation or outside activity for compensation and having any reason to question whether this activity might come under Sections 26.1 and 26.2 shall inform the appointing authority of such desire, providing information as to the time required and the nature of such activity and such other information as may be required.

**26.4** The appointing authority at his or her own initiative, or at the request of the employee, shall make such determination as specified in Section 26.2 and either authorize or prohibit the employee's outside employment, activity, or enterprise for compensation. Notice of such determination shall be in writing to the employee involved, with a copy forwarded to the Human Resources Director. If authorization is granted, it shall be valid only for the work and period prescribed therein. Such determination of the appointing authority may be subject to the Grievance Procedure as set forth in Section 18.

## **27. Labor Relations Forum**

The City Manager and other management representatives chosen by the City Manager will meet on a bi-monthly basis with two representatives of each bargaining unit and a Local One Business Representative to address relevant and timely labor relations issues.

## **28. Entire Agreement**

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

## **29. 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 of Concord and the Employees' Association and the Union will meet and confer in good faith with reference to that part or provision thus invalidated which affects that particular Certified Employee Organization.

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.

### **30. Revisions, Amendments, Extensions**

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

### **31. Term of Agreement**

This MOU shall be effective upon ratification by approval of the members of the Employees' Association and the Union for those portions that apply to their respective Representation Units only and upon approval by the Concord City Council; its effective date shall be as stated upon its adoption by the City Council. The term of this MOU shall be from the effective date until June 30, 2012.

It is the intention and desire of the parties of this agreement to commence negotiations on a successor to this Memorandum of Understanding by March 15, 2012. (Eff. 7-8-02)

## Appendix A

### DEFINITIONS

- A. All words and terms used in this Memorandum of Understanding and in any other resolution, ordinance, rules or administrative statements dealing with personnel policies, systems, or procedures shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, however, the words and terms most commonly used are defined as follows:
1. "**Allocation**" means the official assignment of an individual position to its appropriate class in accordance with the duties performed and the authority and responsibilities exercised.
  2. "**Applicant**" means any person who has made application for a position.
  3. "**Appointing Authority**" or "**Appointing Power**" means the Heads of Departments and any other person or group of persons so designated in Section 11307 of the Personnel Ordinance as having the power by law or ordinance to make an appointment to any position in a specified department of the City of Concord.
  4. "**Appointive Position**" means a position in the Exempt Service so designated by Section 11304 of the Personnel Ordinance to which a person may be assigned.
  5. "**Appointment**" means the selection of a person to occupy an authorized position in either the Competitive Service, Exempt Service, or Limited Service.
  6. "**Board**" means the Personnel Board appointed by the City Council in accordance with Section 2411-2414 of the Municipal Code.
  7. "**Candidate**" means any person who has been accepted for participation in an examination.
  8. "**Certification**" means the submittal to an appointing authority of a listing of eligibles from an appropriate employment list, or names of those on a reinstatement or re-employment list.
  9. "**Certified Employee Organization**" means an employee organization that has been certified by the Personnel Board as representing the majority of the eligible employees in an appropriately designated employee representation unit and shall be considered to represent all the employees of that unit, except for those employees who may wish to represent themselves individually.
  10. "**City**" means the City of Concord, California.

11. "**Civil Service**" means employment with a public agency.
12. "**Class**" or "**Classification**" means a category into which is placed a position or group of positions with duties and responsibilities so similar that the same descriptive title, example of duties, recruiting standards, and salary can be applied with equity.
13. "**Class Series**" means two or more classification levels which have similar duties and responsibilities, but are distinguished from each other by degree of difficulty or level of responsibility.
14. "**Classification Specification**" means a written description of a classification.
15. "**Classification Plan**" means the list of class titles, class code numbers, a written classification specification for each class of positions as adopted by resolution of the City Council.
16. "**Classified Service**" means all positions in the City service, except Elective Offices, Special Positions, the City Manager, City Attorney, Assistant City Attorney, and all Heads of Departments.
17. "**Compensation**" means the salary, wage, allowances, and all other forms of valuable consideration earned by or paid to any employee by reason of said service in any position, but does not include any allowances authorized and incurred as incidents of employment.
18. "**Competitive Examination**" means one or more selection procedures used to assess the relative qualifications of a group of applicants or candidates.
19. "**Competitive Service**" means all regular full-time positions in the City service to which appointments are to be made from an employment list, but does not include those designated as elective, appointive, special, temporary, part-time, project, student, or seasonal positions.
20. "**Continuous Examination**" means a competitive examination or a particular class which is designed to be either open or promotional, or both; and the examination consists of the same or comparable tests of fitness which may be administered periodically; and as a result of which names of eligibles may be added to an existing employment list for the duration of such list.
21. "**Continuous Service**" means service without an authorized break or interruption during the period for which the employee has been employed by the City. A break or interruption in continuous service shall be construed as a deliberate severance of employment initiated by either the City or the employee for periods of more than fifteen (15) working days.
22. "**Council**" means the duly elected City Council of the City of Concord, California.

23. "**Days**" means work days the City's administrative offices are open, unless otherwise designated.
24. "**Demotion**" means the movement of an employee from one class to another class having a lower maximum salary.
25. "**Department**" means an organizational unit with responsibility for carrying out a function under the supervision of a Department Head.
26. "**Department Head**" means the head of an established office or department having supervision of such department and office and also includes elected officials.
27. "**Dismissal**" means the involuntary termination of an employee from the City service for disciplinary reasons.
28. "**Eligible**" means a person whose name is on an employment list established by competitive examination.
29. "**Employment List**" means a list of names of persons who may be considered for employment with the City under specific conditions. Such lists may be designated as either a re-employment, reinstatement, promotional, or open employment list.
30. "**Examination**" means the selection procedures used to measure the relative capacities and fitness of the persons applying for positions within the Competitive Service.
31. "**Exempt Service**" means those offices and positions in classes specified in Section 11304 of the Personnel Ordinance.
32. "**Grievance**" (defined in Section 12.A. of this Memorandum of Understanding
33. "**Incumbent**" means a person occupying a position in the City service.
34. "**Layoff**" means the separation of one or more employees from the active work force due to lack of work or funds, or to the abolition of positions by the Council for the above reasons, or due to organizational change.
35. "**Open Examination**" means a competitive examination for a particular class in which applications are invited from all qualified persons, regardless of whether or not they are employed by the City.
36. "**Pay Range**" means a series of base salary steps to which a class may be assigned.
37. "**Permanent Appointment**" or "**Permanent Status**" means the type of status granted an employee who has successfully completed an official probationary period for a particular class and in a regular position in the Competitive service.

38. "**Personnel Ordinance**" means Article XI of the Concord Municipal Code, which creates a personnel Merit System for the City.
39. "**Position**" means a combination of duties and responsibilities legally assigned to be performed by a single officer or employee or the equivalent and performed on a full-time basis. A position may be occupied or vacant.
40. "**Probationary Appointment**" or "**Probationary Period**" means a working test period during which an employee who has been selected from a reinstatement, promotional, or open employment list is required, by actual performance, to demonstrate fitness for the duties of the class to which appointed.
41. "**Promotion**" means the movement of an employee from one class to another class having a higher maximum rate of pay.
42. "**Promotional Examination**" means a competitive examination for a particular class which is only available to current employees who meet the qualifications for the class and who have a permanent appointment with the City or are otherwise permitted to take such an examination by Section 11304(b) of the Personnel Ordinance or by Section 7.33 of the Personnel Rules.
43. "**Provisional Appointment**" means an appointment of a person who possesses the qualifications established for a particular class and who has been appointed to a regular position in that class in the absence of available eligibles, or who has been assigned under the provisions of Section 21.D 7.4.
44. "**Reclassification**" means a change in allocation of a position from an existing class to another existing or new class that is assigned to a salary range or rate in which the maximum salary is equal, higher, or lower.
45. "**Re-employment**" means the reappointment of a former employee (from a layoff re-employment list) who had a permanent appointment with the City at the time of layoff.
46. "**Regular Employee**" means a person occupying either an appointive or a regular position with the City.
47. "**Regular Position**" means a full-time position in the Competitive Service which is established without any limitation as to time.
48. "**Rehire**" means the reappointment of a former employee who does not have reemployment or reinstatement rights at the time of returning to the payroll.
49. "**Reinstatement**" means the probationary appointment, without examination, of either a former permanent status employee who resigned in good standing not more than one

- (1) year previously, or the return of a non-disciplinary demotion of an employee to a class in which status was held not more than one (1) year previously.
50. "**Selection Procedure**" means the use of any device or method used to make employment decisions such as application screening, written tests, oral interviews, performance tests, background investigations, assessments of physical or emotional condition, and probation periods.
  51. "**Special Position**" means those positions in the Exempt service so designated by Section 11304(a)(3) of the Personnel Ordinance to which a person may be assigned.
  52. "**Status**" means the type of an employee's appointment, such as provisional, probationary, permanent, exempt, or limited service.
  53. "**Step Advancement**" means a change to a higher salary step in the pay range to which a class is assigned.
  54. "**Suspension**" means an involuntary absence from duty without pay imposed for disciplinary purposes or pending investigation or charges.
  55. "**Termination**" means the separation of an employee from City service.
  56. "**Transfer**" means a change of an employee from one position to another position in the same class or in a comparable class having the same maximum salary.
  57. "**Waiver**" means the rejection of an appointment offer by an Eligible or by a person on a reemployment or reinstatement list.

**Attachment A**

**PAY TABLE ATC AND F&O  
 MONTHLY SALARY / HOURLY RATES**

Grade	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Hourly	12.7275	13.3711	14.0398	14.7430	15.4831	15.9476
	Monthly	2,206	2,318	2,434	2,555	2,684	2,764
2	Hourly	13.5421	14.2172	14.9302	15.6832	16.4686	16.9627
	Monthly	2,347	2,464	2,588	2,718	2,855	2,940
3	Hourly	14.4347	15.1563	15.9159	16.7111	17.5517	18.0783
	Monthly	2,502	2,627	2,759	2,897	3,042	3,134
4	Hourly	15.4203	16.1863	17.0010	17.8481	18.7407	19.3029
	Monthly	2,673	2,806	2,947	3,094	3,248	3,346
5	Hourly	16.4481	17.2714	18.1358	19.0490	20.0054	20.6056
	Monthly	2,851	2,994	3,144	3,302	3,468	3,572
6	Hourly	17.6643	18.5525	19.4829	20.4588	21.4801	22.1245
	Monthly	3,062	3,216	3,377	3,546	3,723	3,835
7	Hourly	18.9462	19.8961	20.8904	21.9366	23.0391	23.7303
	Monthly	3,284	3,449	3,621	3,802	3,993	4,113
8	Hourly	20.3657	21.3849	22.4614	23.5800	24.7626	25.5055
	Monthly	3,530	3,707	3,893	4,087	4,292	4,421
9	Hourly	21.9442	23.0467	24.2022	25.4139	26.6852	27.4858
	Monthly	3,804	3,995	4,195	4,405	4,625	4,764
10	Hourly	23.7067	24.8892	26.1366	27.4436	28.8143	29.6787
	Monthly	4,109	4,314	4,530	4,757	4,994	5,144
11	Hourly	25.6400	26.9211	28.2626	29.6831	31.1621	32.0970
	Monthly	4,444	4,666	4,899	5,145	5,401	5,563
12	Hourly	27.6989	29.0773	30.5292	32.0558	33.6634	34.6733
	Monthly	4,801	5,040	5,292	5,556	5,835	6,010
13	Hourly	30.7943	32.3328	33.9535	35.6521	37.4372	38.5603
	Monthly	5,338	5,604	5,885	6,180	6,489	6,684
14	Hourly	35.3804	37.1483	39.0071	40.9588	43.0036	44.2937
	Monthly	6,133	6,439	6,761	7,100	7,454	7,678
15	Hourly	40.6526	42.6855	44.8125	47.0542	49.4085	50.8908
	Monthly	7,046	7,399	7,768	8,156	8,564	8,821

**Attachment B**

**ADMINISTRATIVE, TECHNICAL, AND CLERICAL UNIT  
 PAY ASSIGNMENT OF CLASSIFICATIONS**

<u>Class Title</u>	<u>Pay Grade</u>	<u>Class Title</u>	<u>Pay Grade</u>
Account Clerk I .....	3	Information Systems Tech. I.....	7
Account Clerk II.....	6	Information Systems Tech. II.....	9
Account Clerk III.....	7	Lead Forensic Specialist – Temp.....	11
Accounts Payable Team Leader.....	9	Neighborhood Preservation Spec.....	11
Administrative Clerk I.....	3	Permit Center Technician I.....	7
Administrative Clerk II.....	6	Permit Center Technician II.....	9
Administrative Clerk III.....	7	Permit Center Technician III.....	10
Administrative Secretary.....	9	Planning Technician.....	10
Automotive Parts Worker.....	5	Programmer.....	10
Buyer.....	9	Recreation Cust. Service Coord.....	7
Central Storekeeper.....	6	Recreation Program Aide.....	6
Community Service Officer.....	7	Revenue Generation Team Leader....	10
Community Service Officer-Deten.....	7	Senior Offset Duplicating Mach.....	7
Duplicate/Offset Printing Operator.....	5	Transportation Program Coordina.....	10
Forensic Specialist I.....	8	Treasury Technician.....	7
Forensic Specialist II.....	10	Video Services Coordinator.....	9
GIS Technician.....	8	Youth Violence Prevention Spec.....	10
Graphic Designer.....	8		

**MARKET RATE**

Class Title	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Building Inspector	011	Hourly	28.7900	30.2200	31.7300	33.3200	34.9900	36.0397
		Monthly	4,990	5,238	5,500	5,775	6,065	6,247
Construction Inspector	010	Hourly	26.6581	27.9889	29.3846	30.8559	32.3943	33.3661
		Monthly	4,621	4,851	5,093	5,348	5,615	5,783
Senior Building Inspector	012	Hourly	31.6652	33.2470	34.9099	36.6549	38.4865	39.6411
		Monthly	5,489	5,763	6,051	6,354	6,671	6,871
Senior Construction Inspector	011	Hourly	27.7851	30.2241	31.7343	33.3205	34.9855	36.0351
		Monthly	4,989	5,239	5,501	5,776	6,064	6,246

**Attachment B**

**FIELD & OPERATIONS UNIT  
PAY ASSIGNMENT OF CLASSIFICATIONS**

<u>Class Title</u>	<u>Pay Grade</u>	<u>Class Title</u>	<u>Pay Grade</u>
Custodian .....	4	Maintenance Team Leader.....	10
Environmental Maintenance Tech.....	8	Maintenance Utility Mechanic.....	10
Equipment Mechanic.....	10	Maintenance Worker I.....	5
Facilities Maintenance Technician.....	8	Maintenance Worker II.....	7
General Laborer.....	2	Parks Lead Worker.....	9
Greenskeeper.....	8	Public Works Leadworker.....	9
Grounds Equipment Mechanic.....	8	Public Works Leadworker (Infra).....	9
Heavy Equipment Operator I.....	9	Pump Station Operator.....	9
Heavy Equipment Operator II.....	10	Recreation Utility Worker.....	7
Lead Custodian.....	6	Senior Greenskeeper .....	10
Maintenance Carpenter.....	10	Senior Maintenance Team Leader.....	11
Maintenance Gardener.....	8	Sweeper Operator.....	8
Maintenance Painter.....	10	Tree Lead Worker.....	9
Maintenance Sprinkler Fitter.....	10	Tree Trimmer.....	8

**MARKET RATE**

Class Title	Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lead Dispatcher	011	Hourly	28.6313	30.0618	31.5613	33.1394	34.7984	35.8424
		Monthly	4,963	5,211	5,471	5,744	6,032	6,213
Police Dispatcher I	007	Hourly	23.5793	24.7587	25.9988	27.2949	28.6623	29.5222
		Monthly	4,087	4,292	4,506	4,731	4,968	5,117
Police Dispatcher II	009	Hourly	26.0226	27.3258	28.6944	30.1237	31.6327	32.5817
		Monthly	4,511	4,736	4,974	5,221	5,483	5,647
Senior Traffic Signal Tech.	011	Hourly	29.2266	30.6883	32.2223	33.8334	35.5254	36.5912
		Monthly	5,066	5,319	5,585	5,864	6,158	6,342
Traffic Signal Technician	010	Hourly	27.0250	28.3762	29.7957	31.2853	32.8499	33.8354
		Monthly	4,684	4,919	5,165	5,423	5,694	5,865
Maintenance Electrician	010	Hourly	27.0250	28.3762	29.7957	31.2853	32.8499	33.8354
		Monthly	4,684	4,919	5,165	5,423	5,694	5,865

## Attachment C

### EDUCATIONAL BROKERS (CONTRACTING AGENTS)

1. Academic Overtures.....(213) 577-1260  
Hilton Tower, 150 S. Los Robles  
Pasadena, CA 91101
2. The Center for Continuing Education.....(916) 920-2488  
P.O. Box 13032  
Sacramento, CA 95813
3. Continuing Education Corporation.....(714) 832-8185  
17291 Irvine Boulevard, Suite 262  
Tustin, CA 92689
4. External Degree Services.....(408) 629-8149  
P.O. Box 24265  
San Jose, CA 95154
5. Foundation for Educational Services.....(213) 385-2891  
520 South LaFayette Park Place  
Los Angeles, CA 90057
6. The Institute for Professional Development.....(408) 262-8500  
696 Trimble Road  
San Jose, CA 95131
7. International Education Foundation.....(213) 389-3131  
3550 Wilshire Boulevard  
Los Angeles, CA 90010
8. Modulearn, Incorporated.....(714) 493-8122  
32158 Camino Capistrano  
P.O. Box 635  
San Juan Capistrano, CA 92675
9. Rockport Management Corporation.....(714) 537-7045  
12812 Garden Grove Boulevard, Suite O  
Garden Grove, CA 92643
10. West Bristow Consultants.....(213) 373-6857  
426 Via Corta, Suite 300  
P.O. Box 232  
Palos Verdes Estates, CA 90274
11. Western Management Institute.....(415) 376-1330  
c/o St. Mary's College  
Moraga, CA 94575

**Attachment D**

**CLOTHING MODIFICATIONS  
 SHIRT AND JACKET SELECTIONS**

**SHIRT SELECTION**

1. Four shirt types are available:
  - a. Tee
  - b. Tank
  - c. Polo
  - d. Standard buttons (short or long sleeve)
  - e. Hi-Vis Class 3 T-shirt
  
2. Each shirt type is assigned a point value:
  - a. Tee = 1.0 point
  - b. Tank = 1.4 points
  - c. Polo = 2.4 points
  - d. Standard buttons (short or long sleeve) = 2.1 points
  - e. Hi-Vis Class 3 T-Shirt = 2.7 points
  
3. Employees may choose any combination of shirt types, up to a maximum of 10. They must stay within a maximum of 17 points when making their selections.

As an example, an individual starts with 17 points then selects the following shirts:

TYPE	QUANTITY (maximum 10)	VALUE	POINTS USED	POINT BALANCE
				<b>17.0</b>
Tank	3	1.4	4.2	12.8
Tee	4	1.0	4.0	8.8
Polo	3	2.4	7.2	<b>1.6</b>
<b>Total</b>	<b>10</b>		<b>15.4</b>	

In this example the maximum number of shirts (10) has been reached. Even though 1.6 points are unused, no additional shirts may be ordered.

In the next example, 8 shirts are chosen. A small point balance remains. It is insufficient to allow for the purchase of additional shirts. Even though only 8 shirts were chosen, the maximum point utilization has been reached. No additional shirts may be purchased for this individual.

TYPE	QUANTITY (maximum 10)	VALUE	POINTS USED	POINT BALANCE
				<b>17.0</b>
Tee	1	1.0	1.0	16.0
Polo	4	2.4	9.6	6.4
Button	3	2.1	6.3	<b>1.0</b>
<b>Total</b>	<b>8</b>		<b>16.9</b>	

## **JACKET SELECTION**

The jacket program will offer three types; an award type, a longer length fleece-lined jacket, and a safety orange, or yellow-lime field jacket (in two lengths). The safety orange, or yellow-lime field jacket is intended for crews working on or near roads. Due to its cost, this is a "two-year jacket." Those individuals selecting it will not be eligible for a new jacket next year.

## Attachment E

### RETIREMENT AWARDS POLICY

- A. Full-time regular employees who retire from the City will receive the following:
- Retirement plaque
  - \$100 contribution by City toward gift being purchased by coworkers
  - Reimbursement up to \$50 for dinner for two
  - Pair of tickets to performance of choice at Pavilion
  - (Police only) Sworn officers with 25 years of service may keep duty weapon
- B. Full-time regular employees hired before April 26, 1994, who retire from the City, will receive:
- All items included in Section A
  - (Such employees shall also receive) A monetary award based on years of service (as follows) in lieu of golfing/swimming privileges previously referenced in the City's recognition policy:
    - 10 years of service ...\$200
    - 20 years of service ...\$500
    - 25 years of service ...\$700
- C. For All Future Employees:
- The recognition items to be received by employees hired on or after April 26, 1994 (date of modification of Policy & Procedure No. 13) 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.

The foregoing benefits only apply to employees who actually retire upon cessation of their employment with the City. It does not apply to employees who leave the City to work for another employer and retire at a later date.

**Attachment F**

**CLERICAL CLASSIFICATION RECOMMENDATION**

<b>FROM</b>	<b>TO</b>
Office Trainee Office Clerk ( <i>Mail</i> )	Clerical Aide
Office Clerk	Office Assistant I
Senior Clerk ( <i>Police, Public Works</i> )	Office Assistant III
Intermediate Typist Clerk Office Clerk ( <i>Confidential</i> ) Receptionist Clerk ( <i>Confidential</i> ) Records Processing Clerk	Administrative Clerk I
Police Typist Clerk Receptionist Clerk Senior Clerk ( <i>City Clerk, CD, PD, PW</i> ) Senior Clerk-Personnel	Administrative Clerk II
Senior Clerk ( <i>Duplicating</i> ) Lead Office Services Clerk Lead Records Clerk	Administrative Clerk III
Police Typist Clerk	Word Processing Operator I
Word Processing Operator	Word Processing Operator III
Graphics Composition Typist	Graphics Composition Typist
Secretary Clerk	Secretary
Departmental Secretary-Personnel Maintenance Administrative Aide Police Administrative Aide Purchasing Aide Secretary Clerk ( <i>Leisure Services</i> )	Administrative Secretary

**SIDE LETTER TO**  
**THE ADMINISTRATIVE, TECHNICAL & CLERICAL REPRESENTATION UNIT**  
**CONCORD EMPLOYEES' ASSOCIATION, LOCAL ONE, and**  
**THE FIELD & OPERATIONS REPRESENTATION UNIT**  
**PUBLIC EMPLOYEES' UNION, LOCAL ONE**  
**MEMORANDUM OF UNDERSTANDING**

This side letter is executed to modify present MOU language that clarifies the intent and meaning of Section 20.1.2.4 regarding the repair or replacement of safety glasses if the prescription changes, or if the glasses are broken or damaged and Section 20.1.2.6 regarding employees not participating in the Safety Glasses Program having the option of receiving an equal contribution towards the purchase of frames and lenses through a designated vendor.

While the MOU states that one pair of safety glasses will be repaired or replaced if the prescription changes, or if the glasses are broken or damaged, provided that the defective glasses are returned to the Human Resources Department, the parties agree that one pair means more than one replacement as long as the replacement intervals are reasonable for normal breakage or damage, or changes in the prescription that occur on a normal basis. It is not the intent of the agreement to provide a new pair of glasses annually without a change in prescription.

While the MOU states that employees not participating in the Safety Glasses Program have the option of receiving an equal contribution towards the purchase of frames and lenses through a designated vendor, the parties agree that employees may purchase non-safety frames and lenses through a vendor of their choice, however the City's contribution for reimbursement will be equal to that of the designated vendor used for the Safety Glasses Program. Non-safety Glasses may only be replaced upon furnishing proof of a change in prescription; no more than one pair per year to be replaced on this basis. No provisions for the repair or replacement of non-safety glasses for any other reason, including damage, wear and tear, and loss. The City retains the right to make determinations regarding qualifying expenses.

Agreed this date: March 1, 2005

FOR A.T.C. – LOCAL ONE:

\_\_\_\_\_  
Arnel Jaime, *President*

\_\_\_\_\_  
Date

FOR F. & O. – LOCAL ONE

\_\_\_\_\_  
James Cogar, *President*

\_\_\_\_\_  
Date

FOR THE CITY:

\_\_\_\_\_  
Elia Bamberger, *Interim Human Resources Director*

\_\_\_\_\_  
Date

Attachment: 1. LensCrafters® Occupational Eyewear Agreement Terms

## LensCrafters® Occupational Eyewear Agreement Terms

	PROGRAM PRICE	CITY PAYS	EMPLOYEE PAYS	NOTES
<b>SAFETY FRAME SELECTION</b>				
Safety Frames w/retail prices up to \$59.99	20.00	20.00	0	<b>Includes:</b> Plastic and metal frames, permanent side shields, detachable side shields, and titanium frames (not available in all locations).
Safety Frames w/retail prices between \$60.00 - \$99.99	40.00	40.00	0	
Safety Frames w/retail prices over \$100.00	50.00	40.00	10.00	
<b>BASIC IMPACT LENS OPTIONS (PLASTIC OR CLEAR GLASS)</b>				
Single Vision	36.00	36.00	0	LensCrafters cautions that there is reduced visual acuity of peripheral vision in all progressive lenses Occupational lenses are available in plastic and glass only and are a special order item (2 week delivery).
Bifocal (ST 28) (ST 35)	56.00	56.00	0	
Trifocal (7x28) (8x35)	80.00	80.00	0	
Progressive	107.00	80.00	Balance	
Occupational	107.00	80.00	Balance	
<b>HIGH IMPACT LENS OPTIONS (ADD TO BASIC IMPACT LENS PRICES)</b>				
FeatherWates® (Polycarbonate)	15.00	0	15.00	Polycarbonate is the most impact resistant lens available. Note: No lens is shatterproof. FeatherWates Plus lenses not available in trifocal.
FeatherWates Plus® (Polycarbonate w/extra scratch coating)	25.00	0	25.00	
<b>ADD-ONS (ADD TO LENS PRICES)</b>				
Photogrey – Single Vision (Glass)	15.00	0	15.00	Available in Grades 1, 2 & 3 UV coating is included in glass and polycarbonate
Photogrey – Bifocal/Trifocal/Progressive (Glass)	25.00	0	25.00	
Flex tint – (Plastic) Single Vision/Bifocal/Trifocal/Progressive	95.00	0	95.00	
Tints	10.00	0	10.00	
UV Coating – Plastic Only	10.00	0	10.00	

**NOTE:** City pays full amount of tax (LensCrafters Safety Glasses ONLY).

## SIGNATURES

**For the ADMINISTRATIVE,  
TECHNICAL & CLERICAL UNIT and  
for the FIELD & OPERATIONS UNIT:**



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Chris Llata  
*President, Field & Operations Unit*



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Nohemi Navarro  
*ATC Negotiating Team Member*



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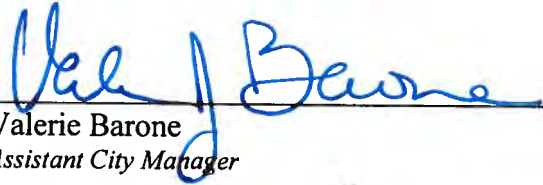
Jeff Apkarian  
*Senior Business Agent  
Public Employees Union, Local 1*

**For the CITY OF CONCORD:**



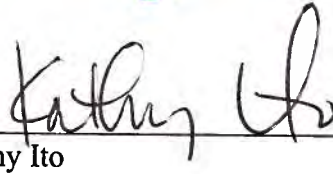
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Daniel E. Keen  
*City Manager*



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Valerie Barone  
*Assistant City Manager*



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Kathy Ito  
*Director, Human Resources*