



Memorandum of Understanding

between

The City of Concord California

and

**The
Concord Police Association**

Effective July 10, 2007
Through July 10, 2011

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General Introduction

This Memorandum of Understanding (“MOU”) is made and entered into effective the tenth day of July 2007, by and between the City of Concord (hereafter referred to as “City” or “Employer”) and the Concord Police Association (hereafter referred to as the “Association,” “Union,” “Certified Employee Organization,” “Representation Unit,” or “Unit” as appropriate).

This Memorandum of Understanding entered into between the City and the Association 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 Association, acting on behalf of all of its members and all employees of the Association 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 Association as the sole and exclusive employee representative 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 MOU, pursuant to and in accordance with all applicable provisions of California Government Code 3500 through 3509, as amended. As used in this MOU, the term(s) “Employee(s)” refers to full time members of the Unit.

2. Scope of the MOU

This MOU applies to all full-time sworn employees assigned to the classifications of Police Officer and Sergeant, which have been included in the Peace Officer Representation Unit by the Personnel Board pursuant to Policy and Procedure Number 37.34.

The parties acknowledge the existence of a separate “Police Managerial Representation Unit” collective bargaining agreement applicable to the ranks of Captain and Lieutenant only. The parties agree that the parties negotiated the separate Captains’ and Lieutenants’ bargaining agreement with the express purpose to form a separate bargaining unit for the ranks of Captain and Lieutenant. Upon the formation of the new unit, the members in the ranks of Captain and Lieutenant shall be subject exclusively to the terms and conditions of the “Police Managerial Representation Unit” collective bargaining agreement. Upon the City Council’s adoption of the 2007-2011 “Police Managerial Representation Unit” collective bargaining agreement, the members in the ranks of Captain and Lieutenant shall not be entitled to avail themselves of the rights and privileges of this “Concord Police Association” MOU. Further, the parties agree that any and all “official” separation that creates the two (2) separate and distinct bargaining units shall be accomplished pursuant to the City’s Policy and Procedure numbered 37.34,

paragraph 6 and the processes included therein to which the parties agree to adhere completely.

3. Employee Representation

3.1 Dues Deduction

Upon written authorization on a form provided by the City, membership dues will be automatically deducted from an employee's pay and forwarded by the City to the Association.

3.2 Representation by Employees

3.2.1 For the purpose of meetings regarding wages, hours, and working conditions, the City will provide time off with pay for no more than five (5) employees during their normal work hours. Meetings held outside the employee's normal work hours shall be on the employee's own time.

3.2.2 For purposes of discipline or grievance or appeal meetings, the City will provide time off with pay for no more than the aggrieved employee plus one (1) 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 such employee's normal work hours to serve as a resource person or as a witness for meetings described in 3.2.1 or 3.2.2 above for the limited time required. Meetings held outside of that employee's normal work hours shall be on the employee's own time except, if the City orders an employee's presence at the meeting, the employee will be paid pursuant to Section 9.7 below.

3.3 Bulletin Board

Any material to be posted by the Association shall be posted on a designated bulletin board provided by the City.

4. Management Rights

The parties to this Memorandum of Understanding (MOU) agree that the City retains the exclusive right to manage its operations and workforce, except to the extent that such right may be limited by the terms of any collective bargaining agreement, including, but not limited to this MOU, and/or applicable laws, rules, regulations and ordinances. The Association recognizes that the City's rights include, but are not limited to, the right to manage its business and various departments; direct, select, decrease and increase the workforce, including hiring, promotion, demotion, to determine the qualifications of employees, to transfer employees within and between classifications, suspensions, discharge or layoff; the right to make all plans and decisions on all matters involving the business of the City, including, but not limited to the location of operations, the extent to which the facilities of any

department thereof shall be operated, including any additions thereto; to maintain discipline and efficiency of employees; to schedule overtime and to run the City efficiently. The parties acknowledge that this provision shall not act, nor deemed to be a waiver of any rights or privileges.

5. Non-Discrimination

The City and the Association agree that there shall be no discrimination of any City employee or applicant for employment on any grounds prohibited by state or federal law including race, creed, religion, sex, national origin, political affiliation, age, sexual orientation, or disability of an employee or applicant for employment who is legally qualified to perform the job. City agrees that no employee shall be discriminated against because of Association membership or activity.

6. Hours of Work

6.1 General

6.1.1 The normal work schedule shall be four ten-hour work shifts per work week. Except as defined immediately below, the work week commences at 12:00 a.m. on Monday morning and ends at 11:59 p.m. Sunday night. For graveyard shifts, the work week commences at 9:00 p.m. on Sunday night and ends at 8:59 p.m. the following Sunday night. For the overlap shift, the work week commences at 2:00 a.m. on Monday and ends at 1:59 a.m. on the following Monday. Work commencing on the last shift of the work week that continues uninterrupted into the succeeding work week will be considered as hours worked only in the work week when the work began. The actual hours of the day and days worked and the lunch period shall be determined by the Department.

6.1.2 The normal work schedule may be adjusted to meet the needs of the department pursuant to Section 207k of the Fair Labor Standards Act which provides for a 171 hour work schedule within a 28 day consecutive period.

6.1.3 Prior to modifying the established 4-10 schedule, and except for schedule adjustments under paragraph 6.1.2 above, the Chief shall notify the Association and, on request, meet and confer with representatives of the Association.

6.1.4 All paid leave shall count as hours worked.

6.1.5 Employees assigned to the weekend patrol (which will not include Traffic, K-9, Downtown, or SET) shall work three 12 ½ hour shifts each weekend. Weekend patrol commences at 0630 on Friday and ends at 0700 on the following Monday. Employees assigned to a 12 ½ hour weekend patrol shift will work a minimum of 75 hours and 85 hours in any two consecutive pay periods in the Section 207k 28 day cycle. In addition to the three 12½ hours weekend shift, employees will work a 10 hour pay-back day during the 85 hour pay period. Except

for emergencies, the 10 hour pay-back day shall be used exclusively for employee training.

6.2 Breaks

6.2.1 The City shall provide one 15 minute relief break within each 5-hour work period with no travel time permitted to go to some other site for the break.

6.2.2 The City shall provide one 20 minute relief break within each 5-hour period for those employees assigned to the 12 ½ hour work shifts on weekend patrol, with no travel time permitted to go to some other site for the break. During the 10 hour pay-back day of work, section 6.2.1 applies.

6.2.3 Relief break time may not be accumulated and, if not taken, shall be lost.

6.3 Lunch Period

6.3.1 Employees assigned to Patrol shall receive a 45-minute on-duty paid lunch period subject to call. Employees assigned as Detectives or Sergeants assigned to Professional Standards, Community Awareness, Research and Development, and Special Operations, shall receive a 30-minute on-duty paid lunch period subject to call.

6.3.2 Employees assigned to the 12 ½ hour work shifts on weekend patrol shall receive a one hour on duty paid lunch period subject to call. During the 10 hour pay back day of work, section 6.3.1 applies.

6.4 Overtime Meal

6.4.1 The City will provide an overtime meal under emergency circumstances. The overtime meal may be provided as a meal at a pre-designated restaurant; as a box lunch or equivalent; or through reimbursement of up to \$15.00 per allowed meal including tax and tips upon production of a valid receipt.

6.4.2 For purposes of this section, “emergency circumstances” means an immediate response or holdover to a department authorized call outside of the employee’s regular work shift for three hours or greater duration when the responding employee has had no time or opportunity to prepare or provide a meal. Emergency circumstances do not include overtime court appearances, or previously scheduled overtime. Previously scheduled overtime is overtime scheduled with four or more hours of notice.

6.4.3 Employees eligible for an overtime meal under this section will be granted a 30-minute meal break for their overtime meal subject to call back except, however, where the employee is assigned to a fixed post and relief is not possible. In such

fixed post emergency circumstances, the meal will be provided to the employee on site when the nature of the mission allows.

6.4.4 If the emergency circumstances meal break is not taken in conjunction with the assigned emergency work period, the meal allowance and break time is forfeited and no reimbursement will be made.

6.5 Daylight Savings Time

6.5.1 In the Spring, when transitioning to Daylight Savings Time (DST), employees working during the one hour transition from Standard Time to DST will be paid only for actual hours worked. Employees working on a shift which includes the one hour transition may be granted an option by the Chief to work an additional hour or use compensatory time or vacation to make up the lost work hour.

6.5.2 In the Fall, when transitioning from DST, employees working during the one hour transition will be paid for all hours worked including overtime at 1½ times for hours worked in excess of ten hours on the shift.

6.6 Shift Schedule

Shift rotation shall occur every six months.

The parties agree to a pilot program, the implementation of which shall occur at the first shift sign-up after the signing of this Agreement. In this pilot program, shift sign-up shall occur every eight (8) months for shift rotations that shall occur every four months.

At the conclusion of the third four (4) month rotation (half way through the second sign-up), the Chief of Police may evaluate whether this method of sign-up and shift rotation suits the Department's operational needs. If the Chief decides that the Department's needs are not being met, the parties agree that the Chief can, with four (4) months notice, revert back to a sign-up every six (6) months. The parties shall meet, in either case, half way through the second sign-up to provide notice of any changes to the system and to determine which shift system shall be used for the rest of the term of this Agreement.

7. Pay

7.1 Pay Ranges

Pay ranges have been established for the Police Officer and Sergeant classifications. Each pay range has five steps enumerated "A," "B," "C," "D," and "E." The pay range and salary steps establish the basic compensation for each class. The pay ranges and steps effective July 9, 2007 are attached hereto as Attachment "A."

7.2 Changes to the Pay Ranges

7.2.1 Effective the first pay period in July 2007, there shall be a general salary increase of six percent (6%).

7.2.2 Effective the first pay period in July 2008, there shall be a general salary increase of 2.75%.

7.2.3 Effective the first pay period in January 2009, there shall be a general salary increase of 2.75%.

7.2.4 Effective the first pay period in July 2009, there shall be a general salary increase of 2.5%.

7.2.5 Effective the first pay period in January 2010, there shall be a general salary increase of 2.5%.

7.2.6 Effective the first pay period in July 2010, there shall be a general salary increase of 2.5%.

7.2.7 Effective the first pay period in January 2011, there shall be a general salary increase of 2.5%.

7.2.8 Each sergeant shall receive (in addition to the general salary increases set forth in this section 7.2) an additional one percent (1%) general salary increase in each of the following pay periods: July 2009 and July 2010.

7.3 Step Assignments and Advances within the Pay Ranges

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

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

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

7.3.3 All subsequent step increases shall be after 26 bi-weekly pay periods thereafter for each such step adjustment.

7.3.4 Step advancements are not automatic but are conditioned on satisfactory completion of performance requirements.

7.4 Standby Pay

7.4.1 Employees assigned to standby duty shall receive \$200.00 per work week while on such standby duty. Standby pay for periods of less than seven days will be prorated.

7.4.2 Employees are on standby when they are assigned by management to be available for calls for service while in a non-working status during off-duty hours. Employees assigned to standby duty shall be required to:

7.4.2.1 Be ready to respond in a reasonable time to calls for service;

7.4.2.2 Be readily available at all hours by telephone, or other communications devices; and

7.4.2.3 Refrain from activities, which employees should reasonably know, might impair the performance of their assigned duties upon call.

7.5 Call Back

7.5.1 Employees called back to work after the conclusion of their regular workday shall be paid a minimum of three hours at overtime rates or be credited with the equivalent compensatory time off. Employees called into work on their scheduled day off, including scheduled off observed holidays, shall be paid a minimum of four hours at overtime rates or be credited with the equivalent compensatory time off.

7.5.2 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; and (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.

7.6 Overpayment—Grace Period

7.6.1 Following notice by certified mail, addressed to the overpaid employee at the last known address shown on the City's records, the overpaid employee shall have thirty (30) days in which to submit in writing a request for a grace period of repayment of at least six (6) pay periods or twice the length of time during which the overpayment occurred, whichever is greater. The notice required to be given by the overpaid employee must be acknowledged by the Finance Department in writing to be effective. The City may require the employee to sign a promissory note that guarantees repayment. No grace period shall be allowed for an overpayment of \$250.00, or less.

7.6.2 If no such written request as set forth above for a grace period is made, the overpaid monies shall be deducted in such manner as the City of Concord deems best.

7.6.3 If a promissory note has not been executed, pursuant 7.6.1, upon termination of employment by resignation or otherwise of any overpaid employee, any remaining balance due and owing to the City shall be deducted from the employee's last paycheck, including any "cash-out" of leave balances. If the employee does not have enough money or leave balances in the employee's final paycheck to cover the amount that is still due and owing to the City, the employee shall be obligated to execute a promissory note to establish the method and manner of repayment of the remaining monies.

8. Report of Performance

8.1 Rating Schedule

8.1.1 Probationary Employees hired at the entry level or hired as lateral appointments shall receive a probationary performance report at the end of their second month of employment and at three month intervals thereafter for the balance of their probationary period.

8.1.2 All other employees shall receive a report of performance at frequencies designated by the Chief of Police but, in any event, no less than annually.

8.2 Review Procedure

8.2.1 Proposed reports of performance shall be reviewed by the rater's immediate supervisor for concurrence prior to discussion with the employee.

8.2.2 Reports of performance will be reviewed with the employee and the discussion will include (a) feedback regarding the employee's performance during the rating period just completed; (b) expected performance and goals for the next review period; and (c) career counseling including, where applicable, advancement, specialization, and/or training opportunities.

8.2.3 The employee shall sign the report to acknowledge receipt and the discussion of its contents. The employee's signature does not necessarily mean that the employee agrees with the contents of the report. A copy of the report shall be provided to the employee.

8.2.4 An employee who receives an unacceptable rating will not be considered for future step increases until a satisfactory rating is established. When an employee

receives two consecutive unacceptable ratings, further disciplinary action may be taken.

8.2.5 An employee who receives two consecutive “needs improvement” ratings will not be considered for a future step increase until a satisfactory rating has been established. If an employee receives one “needs improvement” rating and is subsequently granted a step increase, such step increase may be withdrawn if the employee’s next rating is “needs improvement” or “unacceptable.”

8.2.6 Additional performance reports shall be prepared at three month intervals for any employee whose performance rating was “needs improvement” or “unsatisfactory.” If, in the opinion of the Chief of Police, the employee’s performance improves to the extent that restoration of the step increase is justified, such restoration shall be made upon recommendation of the Chief of Police and approval by the City Manager. The effective dates shall be the beginning date of a pay period subsequent to the approval as specified in the recommendation to the City Manager.

8.2.7 The provisions of the grievance procedure shall apply to any protest of a performance report.

9. Pay Premium

9.1 Overtime Pay

9.1.1 Authorized work in excess of an assigned work shift or time worked on a scheduled day off shall be considered overtime. All overtime is paid at the rate of one and one-half times the employee’s regular rate of pay or accrued as compensatory time off on the basis of one and one-half hours of compensatory time for each overtime hour worked.

9.1.2 For employees assigned to the 12 ½ hour work shift, authorized work in excess of 12 ½ hours per work shift or in excess of the 75 hour or 85 hour pay periods which are scheduled in a 28 day cycle shall be considered overtime. Holdover on a 12 ½ hour shift is limited to a maximum of three hours. All overtime is paid at the rate of one and one-half times the employee’s regular rate of pay or accrued as compensatory time off on the basis of one and one-half hours of compensatory time for each overtime hour worked.

9.1.3 When adjusting the normal work schedule pursuant to section 6.1.2 above, overtime caused by the schedule adjustment shall be determined based on the designated 28-day consecutive period.

9.1.4 For purposes of overtime determination, authorized time off with pay including paid sick leave and vacation is considered hours worked. If time is lost

during the employee's regular work week 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.

9.2 Compensatory Time

The maximum compensatory time accrual shall be 170 hours. Any overtime earned which would cause the accrued compensatory time to exceed the maximum shall be paid in cash at the appropriate overtime rate. Any employee may request payment of up to sixty (60) hours of compensatory time accrued in accordance with the following provisions:

9.2.1 During the periods April 1 through April 15 and October 1 through October 15 each year, the officer may elect to receive cash for up to sixty (60) hours worth of compensatory time accrued.

9.2.2 Payment of the cash in lieu of compensatory time off shall be made not later than the last payday of the next month following the date the officer elected to receive such cash payment.

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

9.2.4 Absent a declared emergency, requests for use of accumulated compensatory time off shall be honored when such requests are submitted with seven (7) calendar days advanced notice.

9.3 Shift Differentials

The City shall pay shift differential when an employee is scheduled to work a "Swing," "Overlap" or "Graveyard" shift, or when the employee is called back to work by the Department. When an employee is "held over" into another shift and that shift is one in which differential pay is paid, the employee shall be paid differential pay only when the employee has worked more than three (3) hours into a ten (10) hour shift or four (4) hours into a twelve (12) hour shift. Differential pay is paid as follows:

9.3.1 3% salary increase above the base for regular straight time hours worked on the shifts designated as "Swings 1" and "Swings 2," and for other designated assignments.

9.3.2 5% salary increase above the base for regular straight time hours worked on shifts designated as "Overlap 1" and "Overlap 2."

9.3.3 8% salary increase above the base for regular straight time hours worked on shifts designated as "Graveyard 1" and "Graveyard 2."

9.3.4 The shift pay differential applies only to actual hours worked during the shift premium periods and within the “hold over” time periods delineated in this section, as well as any required Departmental training assignments worked off shift.

9.3.5 Except for the limited purpose of reporting income to PERS for retirement, shift premium will not be included in an employee’s base pay for the calculation of any other pay premiums or benefits provided under this MOU.

9.4 Bilingual Pay

Employees who have been certified as fluent in a designated foreign language and who occupy positions where the frequency of need and of use of the language is a reoccurring benefit to the City shall be paid an additional \$250.00 per month.

Those members that have been certified prior to the signing of this Agreement shall be deemed certified.

The parties agree that the Chief of Police, or his/her designee, shall meet with the POA to establish bilingual certification procedures. Such certification procedures shall be agreed upon within 12-months of the date of adoption of this Agreement by Council.

9.5 Court Appearances

9.5.1 Court appearances are part of an employee’s assigned duties and, as such, court appearance hours will be counted as hours worked.

9.5.2 Court appearance hours that are outside of the employee’s regular work shift, except court appearances that are covered by paragraph 9.5.3 below, shall be paid at the overtime rate of one and one-half times the employee’s regular rate of pay for all court appearance hours worked, with a minimum of four hours.

9.5.3 Court appearances (a) that extend beyond the end of the employee’s last shift of the work week; (b) that occur on the employee’s regularly scheduled days off; or (c) that commence two or more hours preceding the employee’s first work shift of the work week, shall be paid at the overtime rate of one and one-half times the employee’s regular rate of pay for all court appearance hours worked, with a minimum of four hours.

9.5.4 When a court appearance, which has been scheduled to occur on the employee’s time off, is cancelled and less than six hours notice of the cancellation is given, the employee shall be paid three hours at the employee’s applicable overtime rate.

Personal contact or a message left on the employee’s department voice mail, is considered adequate notice.

9.5.5 Where multiple court appearances are scheduled during an employee's time off, the employee shall be paid (a) a minimum of four hours at the employee's overtime rate for the first court appearance and a minimum of one hour at the employee's overtime rate for the second court appearance when the second court appearance is scheduled to begin two or more but less than three hours after the scheduled start of the first appearance; or (b) a minimum of four hours at the employee's overtime rate for the first court appearance and a minimum of two hours at the employee's overtime rate for the second court appearance when the second court appearance is scheduled to begin three or more but less than four hours after the start of the first scheduled appearance. Court appearance premium is summarized below:

<u>Hours Between Scheduled Start Times</u>	<u>Minimum Hours Paid at Overtime</u>	
	<u>1st Appearance</u>	<u>2nd Appearance</u>
At least 2 but less than 3 hours	3 hours	1 hour
3 or more but less than 4 hours	4 hours	2 hours

If the actual time spent at a second court appearance exceeds time specified on the above chart, the employee will be paid at an overtime rate from the scheduled appearance time of the second appearance until the conclusion of that court appearance. The employee will receive the above prescribed minimum for the first appearance.

A second court appearance which is scheduled 4 or more hours after the start of the first appearance shall be paid at overtime rates for a minimum for 4 hours.

9.5.6 Pre-trial conferences called by the District Attorney shall be considered court appearances only if attendance at the pre-trial conference has been approved in advance by the employee's Division Commander.

9.5.7 No court appearance premium guarantee shall apply to an employee for court appearances that occur on the second and succeeding consecutive days of sick leave or job injury leave on otherwise regularly scheduled work days.

9.5.8 No court appearance premium shall be paid for court "standby" hours when an employee elects standby status in lieu of being physically present in court.

9.6 Corporal Assignment Pay

9.6.1 A 5% pay differential per hour for all paid work hours and all paid time off shall be paid to an employee in a Police Officer position assigned as a corporal.

9.6.2 The amount of differential pay shall be determined in the same manner as Police Specialty Pay as described in Section 9.7 below.

9.6.3 This pay differential shall be in addition to and not included in the employee's base pay. The differential shall not be considered for purposes of long term disability, or life insurance, but shall be reported as earnings for purposes of PERS Retirement.

9.7 Police Specialty Pay

9.7.1 Police Officers who are at an overall "Meets Standards" level of performance may be eligible for technical assignments. Technical assignments are made by the Chief of Police. Police Officers assigned to and satisfactorily performing work in their first technical assignment shall receive a three percent (3%) differential over their base pay.

9.7.2 Police Officers who have satisfactorily completed one technical assignment for a minimum of one year shall receive a five percent (5%) differential over their base pay when assigned to and satisfactorily perform work in a second and different technical assignment.

9.7.3 The following technical assignments are eligible for participation in the Police Specialty Pay: Detectives (Narcotics, Juvenile, Property and Persons will be considered separate technical assignments), D.A.R.E. (drug program), Traffic (including Traffic Investigator), Police Officer positions assigned as Public Information Officer, School Resource Officer, SET, Foot Patrol, Downtown Beat, the C.S.I. Units (not including Patrol squad backup C.S.I. officer), and or any other assignment designated by the Chief of Police as a technical assignment. Although a Field/Police Training Officer assignment is not considered a technical assignment, an officer who is currently, or has previously been assigned as a Field/Police Training Officer, and who is assigned to a technical assignment included in this section, shall receive a Specialty Pay premium pursuant to Section 9.7.2 above.

9.7.4 Assignment to the Concord Police Department's Special Weapons and Tactics Team (SWAT) is designated by the Chief of Police as a collateral technical assignment separate from the technical assignments articulated in Section 9.7.3. Officers and Sergeants assigned to the SWAT team shall receive a three percent (3%) differential over their base pay while on active status as a SWAT team member in full compliance with the requirements and criteria set forth in Concord Police Department General Order 45. Assignment to the SWAT team shall not be considered a technical assignment pursuant to Section 9.7.2

9.7.5 Police Specialty Pay shall be provided as follows:

9.7.5.1 Specialty pay shall be limited to employees assigned to positions in the Police Officer classification, except for assignments to the SWAT team which will apply to the position in the Police Officer and Police Sergeant classifications.

9.7.5.2 Specialty pay shall apply only for the actual period of time that the employee is regularly assigned to perform as outlined above;

9.7.5.3 Specialty pay shall be paid for non-worked time, such as holidays, sick leave, vacation, or other paid leave provided that the employee is in a work status (Code 01) for a minimum of four (4) hours in the pay period in which the differential is earned;

9.7.5.4 Specialty pay shall be in addition to and not included in the employee's base pay. The differential shall not be considered for purposes of long term disability, or life insurance, but shall be reported as earnings for purposes of PERS Retirement.

9.8 Canine Duty

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

9.8.1 The parties estimate that the time canine officers spent in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of their canines, on a monthly basis, is 20 hours. The parties further agree that any time spent in excess of such time is not reasonably necessary and is accordingly not authorized. The parties stipulate that the pay rate for the performance of such work shall be \$16.969 per hour. Accordingly, the full compensation due officers for the performance of their canine responsibilities, on a monthly basis, is \$339.39 per month. Canine duty pay shall be included in base pay for overtime calculation purposes.

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

9.9 Field/Police Training Officer Pay

A Police Officer assigned as a Field/Police Training Officer (FTO/PTO) will be paid a differential equal to five percent (5%) of the current top step for the Police Officer classification not including PPP. The differential will be paid as follows:

9.9.1 The pay differential shall be limited to employees assigned to positions in the Police Officer classification.

9.9.2 The pay differential shall only apply for the actual period of time that the employee is regularly assigned to FTO/PTO duties;

9.9.3 The pay differential shall not be paid for non-worked time such as holidays, sick leave, vacation, or other paid or unpaid leave;

9.9.4 The pay differential shall be in addition to and not included in the employee's base pay nor shall it be considered for Long Term Disability or Life Insurance;

9.9.5 The pay differential, for purposes of PERS Retirement, shall be reported as PERS income.

9.10 Master Police Officer and Master Police Sergeant Program

9.10.1 **Police Officers.** Police Officers will be eligible for Master Police Officer (MPO) designation upon satisfying each of the following:

9.10.1.1 Fifteen years of service as a sworn member of the Concord Police Department.

9.10.1.2 Successful completion of a minimum of three separate specialty assignments.

9.10.1.3 Possession of an advanced P.O.S.T. certificate.

9.10.2 **Lateral Police Officers.** Lateral Police Officers will be eligible for MPO designation upon satisfying each of the following:

9.10.2.1 A minimum of three years service as a sworn member of the Concord Police Department.

9.10.2.2 A sufficient number of years of service as a sworn member of another California P.O.S.T. certified agency such that the years of service with the prior agency and the three or more years of service with Concord Police Department total at least 15 years of combined service. Service with a certificated agency of another jurisdiction that has a reciprocal agreement with California will be considered qualifying service for purposes of this paragraph.

9.10.2.3 Successful completion of at least three specialty assignments, one of which must have been with the Concord Police Department. Successful completion of the remaining separate specialty assignments must have been with another California P.O.S.T. certified agency or with a certificated agency of another jurisdiction that has a reciprocal agreement with California.

9.10.2.4 Possession of an advanced P.O.S.T. certificate.

9.10.2.5 Pay at the top step of the range for Police Officer.

9.10.3 **Sergeants.** Sergeants will be eligible for Master Sergeant designation upon satisfying each of the following:

9.10.3.1 Seven years of service at the rank of sergeant with the Concord Police Department.

9.10.3.2 Successful completion of two assignments as a sergeant in addition to a minimum of one year assigned to Patrol.

9.10.4 **Specialty Assignments.** For purposes of paragraphs 1, 2, and 3 above:

9.10.4.1 Specialty assignments include those assignments listed in section 9.7.3 of the current MOU, plus Canine Duty, and the previously recognized specialty assignment of Public Information Officer, Crime Prevention Officer, Training Officer, and Crime Scene Investigator. Specialty assignments for lateral police officers will include assignments with their former agency that are comparable to those above or that require similar professional demands. The Chief will be solely responsible for determining the comparability of former agency specialty assignments.

9.10.4.2 Successful completion of a specialty assignment requires a minimum of one year of continuous service in the assignment with an evaluation of "Meets Standards" or above in all applicable performance dimensions.

9.10.4.3 SWAT and TNT will each be considered a successfully completed specialty assignment upon completion of five years of continuous service with the appropriate team.

9.10.4.4 FTO or PTO will be considered a successfully completed specialty assignment when the officer has served as an FTO or PTO for a minimum of one year and has trained at least three trainees through their designated phase of the training cycle. Current officers who were previously assigned (prior to the effective date of this agreement) as an FTO for a minimum of one year will be credited with a successfully completed specialty assignment without the minimum trainee requirement.

9.10.4.5 Specialty assignments shall not be made solely for the purpose of qualifying an officer for the Master designation; Departmental Procedure No. 28 will continue to govern the selection procedure.

9.10.5 **Performance Evaluations**

9.10.5.1 An MPO or Master Sergeant may lose the Master designation upon receipt of a “Needs Improvement” or “Unacceptable” performance rating in any of the applicable performance dimensions. In such an event, a follow-up review will be scheduled after three months and the designation shall be restored if the rating(s) have returned to “Meets Standards.” Due process per the Public Safety Officer’s Procedural Bill of Rights shall be followed to ensure proportionate sanctions for sub-standard performance. Skelly appeal rights guaranteed by this MOU shall apply to all such appeals.

9.10.5.2 The performance dimensions for an MPO and Master Sergeant will include, in addition to the dimensions for police officer or sergeant, the following:

9.10.5.2.1 Act as a mentor offering counsel, advice, and training of fellow officers in developmental areas not limited to In-Service, Briefing Training, Firearms, and/or Weaponless Defense.

9.10.5.2.2 Provide advice and counsel in areas of their specific expertise that will provide benefit to their fellow officers, the Department, City, and the Community.

9.10.6 **Transferability.** Upon achievement of the designation of MPO or Master Sergeant, the designation shall apply irrespective of the employee's current assignment within their respective rank.

9.10.7 **Application Process.** Each officer is individually responsible for initiating application for the Master designation and for providing the necessary supporting documentation. Police Administration will assist in procurement of necessary supporting documentation.

9.10.8 **Pay Differential.**

9.10.8.1 Police Officers and Sergeants who achieve the Master designation shall receive a 10% pay differential which shall be included in the employee's base pay.

9.10.8.2 A Police Officer who has achieved the designation of MPO, who is subsequently promoted to Sergeant, and who successfully completes Sergeant probation, shall receive a pay differential of 5% which shall be included in the employee's base pay. Should the Sergeant later achieve the Master Sergeant designation, the pay differential as a Master Sergeant shall not exceed 10%.

9.10.8.3 A Police Officer who is promoted to Sergeant before completing 15 years service as an officer, but who otherwise meets the

minimum specialty assignment criteria for the MPO designation, shall receive a pay differential of 5% upon completing 15 years of combined service as a Police Officer and Sergeant and after the employee has successfully completed Sergeant probation. This differential shall be in effect until such time the employee qualifies for the Master Sergeant designation.

9.11 Police Professionalization Program

Educational and training incentives shall be provided in accordance with the Police Professionalization Program (“PPP”) which is described in Appendix B.

9.12 Promotional Pay Increases

Upon the promotion from Police Officer to the classification of Sergeant through the competitive selection process, an employee shall receive a promotional increase to the pay step in the Sergeant classification which is at least 5.0% greater than the employee’s current rate of pay (including any Police Officer PPP educational incentives included in base pay, corporal assignment pay, and/or specialty pay). Sergeant PPP incentives, if any, will then be added to the resulting step pay rate.

10. Holidays

10.1 The following holidays shall be observed:

New Year’s Day	January 1st
Martin Luther King, Jr. Birthday	The Third Monday in January
Lincoln’s Birthday	February 12th
President’s Day (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	The Fourth Thursday in November
The Day Following Thanksgiving	
Christmas Eve	December 24 th
Christmas Day	December 25 th

and, every other day appointed by the Mayor for a public fast, thanksgiving, or holiday.

Except as described in Section 10.4 below, all holidays falling on a Saturday will be observed on the preceding Friday, and holidays falling on a Sunday will be observed on the following Monday.

10.2 In addition, three (3) hours of compensatory time off shall be provided to employees in the first pay period in March.

10.3 Employees in pay status on the day the holiday is observed (except as described in Section 10.45 below) shall receive a holiday allowance equal to the straight time daily equivalent of ten (10) hours pay.

10.4 Employees assigned to Patrol and any others designated by the Chief of Police will work all holidays which fall on their normal work schedule. For purposes of this section, holidays are the actual date of the recognized holiday and not the day these holidays are observed by the City.

10.5 All hours worked on holidays shall be paid at the rate of one and one-half the employee's regular rate of pay. In addition, employees who work holidays will receive ten (10) hours of holiday pay. However, for the following six (6) holidays the employee may elect compensatory time credit in lieu of the ten (10) hours of holiday pay. In such event, the election shall be made by the employee before time cards are submitted to the Finance Department for the pay period during which the holiday occurred. The six (6) holidays for which this option applies are:

- Lincoln's Birthday
- Martin Luther King, Jr. Birthday
- President's Day (Washington's Birthday)
- Memorial Day
- Veteran's Day
- The Day Following Thanksgiving

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, 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	80 hours	3.077 hours per pay period
During the 2nd year	96 hours	3.692 hours per pay period
During the 3rd - 7th year	120 hours	4.615 hours per pay period
During the 8th - 9th year	128 hours	4.923 hours per pay period
During the 10th - 12th year	136 hours	5.231 hours per pay period
During the 13th - 14th year	152 hours	5.846 hours per pay period
During the 15th - 19th year	168 hours	6.462 hours per pay period
During the 20th - 24 th year	176 hours	6.769 hours per pay period

During the 25th year & thereafter 200 hours 7.692 hours per pay period

11.2 In addition, ten (10) hours of vacation shall be credited to the Police Officer and Sergeant vacation balance on the first pay period of the calendar year. The additional ten (10) hours will be considered as accrued vacation for the purposes of the maximum vacation balance available under Section 11.5.

11.3 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.

11.4 Any change in the 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.

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

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

11.7 Vacation Usage

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

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

11.7.3 Vacation may not be taken beyond that amount accrued. The authorization by the Chief of Police for vacation does not constitute authorization of paid vacation beyond the balance on hand at the time such vacation is taken. Exceptions may only be made upon the recommendation of the Chief of Police and Human Resources and the approval of the City Manager.

11.7.4 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.

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

11.8 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.

11.9 Cash Payment in Lieu of Vacation Time Off

Upon request of the Chief of Police and with the approval of the City Manager, in order to meet unusual or emergency conditions, an employee may be paid the straight-time daily equivalent in lieu of vacation time off. Such payment shall be for no more than forty hours in any one calendar year except upon appeal to and approval of the Personnel Board. Such payments shall be made in a separate check and shall not be included in the employee's regular paycheck.

11.10 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.

11.11 Upon Death

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 employee's estate.

12. Employment, Advancement and Retention

12.1 Probation

12.1.1 Employees appointed to the entry level class of Police Officer shall be placed on probationary status for eighteen months. Employees appointed to the class of Police Officer who possess a valid basic P.O.S.T. certificate shall be placed on probation for one year. The probationary period may be extended for up to one additional year with the approval of the Human Resources Department and written notice to the employee.

12.1.2 Employees appointed or promoted to the Sergeant classification shall be placed on probationary status for one year. The probationary period may be extended for up to one additional year with the approval of the Human Resources Department and written notice to the employee.

12.1.3 The probationary period shall be considered a part of the examination and selection process and shall not include time served under any limited service or provisional appointment, but shall begin on the date of appointment to the Police Officer or Sergeant classification after certification.

12.1.4 Leaves of absence or assignments out of the classification totaling more than 30 calendar days, for any reason, shall not be counted toward completion of the probationary period.

12.1.5 During the probationary period, the employee may be rejected by the Chief of Police at any time without right of appeal or hearing.

12.1.6 An employee rejected during the probationary period from a position to which the employee has been promoted shall return to the position and status from which the employee was promoted, unless the reason for rejection would have been sufficient to cause dismissal from the former position as well. In such case, the employee shall be entitled to appeal dismissal as provided in this MOU.

12.1.7 Employees who successfully complete their probationary period and who resign and are subsequently reinstated from a reinstatement list shall have a six (6) month probationary period. Newly appointed probationary employees who are on a leave status in excess of three (3) months shall commence a new probationary period upon return to work.

12.1.8 Where the probationary employee has performed satisfactorily during the probationary period, the Chief of Police shall recommend to the Human Resources Department in the final probationary performance evaluation report, that the employee be considered for permanent appointment to the applicable classification. Employees who have not performed satisfactorily shall either be rejected pursuant to paragraph 12.1.5, or the probationary period extended pursuant to paragraph 12.1.2.

12.2 Status of Employee

An employee appointed to a Police Officer or Sergeant classification in the competitive service shall earn permanent status in the classification only if the employee has been selected by Lateral Entry or Direct Appointment, or selected from an appropriate employment list and successfully completes the designated probationary period. Once the employee gains status in a classification, that status is retained as long as the employee holds a position in that classification.

12.3 Demotions

An employee in any classification covered in this MOU may be demoted to the next subordinate classification (a) upon the employee's request, (b) as a result of a reduction in force, (c) for disciplinary reasons, or (d) for other cause. In all cases the Chief of Police shall approve the demotion and notify the employee in writing of the action. Upon demotion, the employee will assume permanent status in the next subordinate classification and lose permanent status in the classification from which the employee was demoted. The pay shall be determined as follows:

12.3.1 Non-disciplinary Demotion. The employee shall be placed on the salary step in the next subordinate pay range that the employee would have achieved had the employee not been promoted to the classification held at the time of the demotion. The employee's previous anniversary date shall be retained.

12.3.2 Disciplinary Demotion. In the event of a disciplinary demotion, which is subject to the disciplinary appeal procedure, the employee shall be placed on the salary step in the next subordinate pay range which is at least one step less than the dollar amount received in the pay range held at the time of the demotion. The employee's original anniversary date in the lower rank shall be reinstated.

12.4 Status While on Authorized Leave of Absence Without Pay

Authorized leaves of absence without pay shall not cause 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.

12.5 Status of an Employee Upon Resignation or Retirement

Employees who resign or retire give up permanent status and employment rights with the City, except as otherwise provided by the Personnel Rules, the Personnel Ordinance, or other Policy & Procedures or Administrative Directives or other provisions of this MOU or relevant state or federal laws dealing with personnel matters. Employees who resign are expected to provide reasonable notice (usually two weeks) of their intent to resign and must be physically present and actively at work up through their date of termination.

12.6 Seniority

12.6.1 **Police Officer.** Total time in classification will be used for determining assignments for those items covered by seniority bid, i.e., vacation, days-off, and shift assignments, etc. Special assignments within the Police Officer classification shall not interrupt total seniority in classification.

12.6.2 **Police Sergeant.** Police Sergeants assigned to Uniform Services, total time in classification will be used for determining assignments for those items covered by seniority bid, i.e., vacation, days-off, and shift assignments, etc.

13 Leaves of Absence with Pay

13.1 Sick Leave

Employees will accrue sick leave at 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 biweekly 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, 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.

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

13.1.2 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. Upon retirement, or upon termination if eligible for retirement, accrued sick leave may be converted as described in Section 18.7 below.

13.1.3 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 Chief of Police in accordance with the provisions of the City's Family Medical Leave Policy, Policy and Procedure.

13.1.4 **Use of Sick Leave.** An eligible employee can only be granted sick leave with pay upon recommendation of the Chief of Police or designee for the following:

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

13.1.4.2 In the event of the serious illness of a member of the employee's immediate family.

13.1.4.3 In the event of a death of a member of the employee's immediate family which is defined as the employee's spouse, 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.

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

13.1.5 Limitations.

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

13.1.5.1.1 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

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

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

13.1.5.3 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.

13.1.5.4 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.

13.1.5.5 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."

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

13.1.5.7 Lack of proper notification or lack of evidence of illness or injury, or due to limitations set forth in this Section 12.1.5, may be cause for denial of the use of sick leave.

13.1.5.8 When an employee has been absent for two or more consecutive days, 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.

13.1.5.9 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.

13.1.6 **Proper Notification.** Employees shall provide, or make a diligent reasonable 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 one hour preceding the employee's work shift on the initial workday for which sick leave is being requested. The Chief of Police may, however, establish an earlier notification time that is to be observed by the employee.

13.2 Administrative Leave

An employee placed on administrative leave shall remain in pay status and shall be eligible for all benefit accruals as though actively at work. During a period of administrative leave, an employee shall remain in an on-call status during the regular work hours and be ready, able and available for work.

13.3 Jury Duty

The City shall provide Jury Duty leave with pay for those employees called or selected to serve for Court Jury Duty subject to the following:

13.3.1 An employee called for Jury Duty shall immediately notify the Chief of Police through the immediate supervisor by providing the Jury Summons indicating the date, time, and place.

13.3.2 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 Court paid mileage allowance), or an employee may take vacation leave, compensatory leave, or leave without pay and retain all Jury Duty fees and allowances.

13.3.3 Employees remaining in regular pay status shall immediately pay to the City's Finance Department, through their department head, such amounts as received for Jury Duty fees.

13.3.4 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.

14. Authorized Leave of Absence without Pay

14.1 Personal Leave

14.1.1 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.

14.1.2 **Authorization for Personal Leave of Absence without Pay.** An employee's request for leave of absence without pay may be granted by the Chief of Police for a period of up to five (5) working days. Upon recommendation of the Chief of Police and the Human Resources Department, 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. The denial by the City Manager of an unpaid leave of absence request may be appealed to the Personnel Board.

14.1.3 **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 Chief of Police.

14.1.4 **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 14.1.2

14.2 Authorized Leave of Absence without Pay for Military Duty

14.2.1 The Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §4301, et seq. and the California Military and Veteran's Code, §389, et seq., describe the benefits and protections of employees serving in the military.

14.2.2 Notwithstanding any provisions of the federal or state laws which might provide a lesser leave, reemployment, and/or reinstatement right, an employee shall be granted a leave of absence without pay for an indefinite period of time when the

employee is called into active military service. A leave of absence without pay may be granted by the Chief of Police with the approval of the Human Resources Department for 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.

14.3 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 MOU shall not be reduced during the term of this Memorandum of Understanding.

14.4 Catastrophic Leave

A voluntary employee leave donation program has been established as provided in the City's Catastrophic Leave Policy and Procedure.

15. Discipline

15.1 Rules of Conduct

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

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

15.1.2 Incompetency or inefficiency.

15.1.3 Inexcusable neglect of duty.

15.1.4 Insubordination.

15.1.5 Willful disobedience.

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

15.1.7 Use, purchase, transport, or sale of illegal drugs. This does not include the purchase, transportation, or sale of illegal or controlled drugs as part of necessary performance of duties.

15.1.8 Unless directed to do so by a supervisor as part of necessary performance of duties, (a) consuming any alcoholic beverage during any portion of duty time (including coffee breaks, paid or unpaid lunch, contract work and overtime hours worked), or (b) purchasing or transporting for personal use any alcoholic beverage during any portion of paid duty time.

15.1.9 Reporting for or performing duty under impairment as a result of alcohol and/or drug abuse.

15.1.10 Dishonesty or immorality.

15.1.11 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.

15.1.12 Unauthorized absence without leave.

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

15.1.14 Misuse of or misappropriation of City property funds.

15.1.15 Improper political activity as defined in Section 11311 of the Personnel Ordinance.

15.1.16 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.

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

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

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

15.2 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.

15.2.1 **Written Reprimand.** When used as a disciplinary action a written reprimand is an 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 the cause is not corrected. Written reprimands shall be given in the manner and on forms prescribed or accepted by the Human Resources Department.

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.

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

15.2.3 **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. In such case, the employee will be considered for future step advancement in accord with section 7.5 unless a shorter period is designated in the Order of Disciplinary Action.

15.2.4 **Demotion without consent** as a disciplinary action shall be a reduction in classification to a classification having a lower maximum salary. 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. The demotion may be to any designated step in the lower pay range which is at least one step lower than the dollar amount received in the pay range for the classification from which demoted. The employee's original anniversary date in the lower rank shall be reinstated. The demotion may be for a temporary period if so designated in the Order of Disciplinary Action.

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

15.2.6 **Warning Notice.** A 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 Department 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.

15.3 Authority for Disciplinary Actions

The Chief of Police shall have authority to take disciplinary action, provided also that the Chief of Police 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 Chief of Police. The Human Resources Department 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

Department may be notified as soon as possible subsequent to the time the action is taken.

- 15.4** In the conduct of any pre-disciplinary investigation or interrogation the employee shall be afforded the due process protections contained in Government Code Section 3300 et. seq.

15.5 Notice to Employees

Before taking any of the disciplinary actions specified in Section 15.2 against any employee who has passed the applicable probationary period, 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:

15.5.1 A statement describing the proposed disciplinary action.

15.5.2 A reference to the rule or standard violated.

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

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

15.5.5 A statement that the employee has a specified number of working days from the receipt of the notice to respond to the appointing authority, orally or in writing.

15.6 Employee Response

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. Upon request of the employee, and for cause acceptable to the Chief of Police, the City may extend the period during which a response would be received. 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.

15.7 Order of Disciplinary Action

At the expiration of the response period, and after consideration of the employee's response, if any, the Chief of Police 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.

15.8 Effective Date

Disciplinary action shall be effective as of the time designated by the Chief of Police, 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.

15.9 Right of Appeal

An employee who has received a disciplinary written reprimand, or 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.

15.10 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 or representation by legal counsel. In either case, the employee concerned shall be personally present at all stages unless that employee specifically waives the right in writing.

15.11 Appeal Procedure

The following procedure shall be used in the appeal process for disciplinary written reprimands, suspensions, reduction in step, demotion and dismissal.

15.11.1 **Protest.** Within seven (7) working days of the receipt of written notice of Order of Disciplinary Action, or in the case of a written reprimand, the date of the action, the disciplined employee may protest the action. Such protest shall be in writing and given to the Chief of Police with a copy sent to the Human Resources Director.

15.11.2 **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 Chief of Police, the employee, and the Human Resources Director.

15.11.3 **Specification of Intent.** The Chief of Police 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 Chief of Police 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.

15.11.4 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 appointing authority'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. In appeals of disciplinary written reprimands, the arbitration procedure, if elected, shall be an expedited procedure as described below.

15.11.5 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.

15.11.6 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.

At any time during the term of this MOU, the parties may, as an alternative to use of AAA or CSCS, arrive at a list of names of arbitrators and a procedure for striking names.

The cost of retaining the arbitrator and the incidental expense of the hearing shall be borne equally by the parties.

15.11.6.1 Special Procedures for Disciplinary Written Reprimands Expedited Arbitration.

Hearings on appeal of disciplinary written reprimands shall occur within 30 days of the selection of the arbitrator. Arbitrators selected for this expedited process shall have a minimum of five years of full time arbitration experience, including experience in expedited processes without written briefs. The arbitration process shall last a maximum of one

calendar day. No briefs shall be filed or received, and the matter shall be the subject of oral argument only, at the conclusion of the day of hearing. The arbitrator shall announce his or her decision from the bench, and/or may issue a written confirmation of the award within three days thereafter. The award shall succinctly state the issue, facts, rationale and conclusion.

15.11.7 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.

15.11.7.1 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:

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

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

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

15.11.7.1.4 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.

15.11.7.2 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 16.8 and ending with the date of final decision.

15.11.7.3 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).

15.12 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.

15.13 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 15.10. Nothing herein prevents the presentation of testimony, during duty time, for employee-witnesses per prior arrangement with the Department or through subpoena. Scheduling of such witnesses shall be in accordance with operational requirements.

15.14 Working Day

As used in this section, a working day means a day on which the City's general offices are open for business, i.e., Mondays through Fridays, excluding holidays and other day treated as a holiday under Section 10.

16. Grievance Procedure

16.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this MOU, or an alleged violation of any provision of the Personnel Ordinance, personnel Rules, Policy and Procedure, Resolution of Council, or Administrative Directive dealing with personnel matters, excluding, however, those provisions of this MOU which specifically provide that the decision of any City official shall be final.

16.2 Employee Representative

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

16.3 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, that named employee directly concerned shall be personally present at all stages.

16.4 Parties' Intent

It is the intent to deal with and settle grievances informally and at the nearest 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.

16.5 Procedure

16.5.1 **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.

16.5.2 **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 Chief of Police. The Chief of Police or the person appointed by the Chief of Police 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 Chief of Police or designee shall reply in writing stating the department's view of the issue involved.

16.5.3. **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.

16.5.4 **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.

16.5.5 **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.

16.5.6 **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 from a similar body mutually agreed to between the parties. After a toss of the 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 retaining the arbitrator and the incidental expense of hearing shall be borne equally by the parties.

16.5.7 **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.

16.6 **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.

16.7 **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 16.3.

16.8 **Working Day**

As used in this section, a working day means a day on which the City's general offices are open for business, i.e., Mondays through Fridays, excluding holidays and other day treated as a holiday under Section 10.

17. Safety and Health

17.1 Safety

17.1.1 **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.

17.1.2 **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:

17.1.2.1 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.

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

17.1.2.3 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.

17.1.2.4 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.

17.1.2.5 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.

17.2 Wellness Program

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

17.3 Physical Capacity of Employees

17.3.1 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.

17.3.2 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.

17.4 Stress Management

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

18. Benefit Plans

18.1 Group Medical Coverage

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

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

Employee Only	\$431.17
Employee + One Dependent	\$862.34
Employee + Two or more Dependents	\$1,121.04

The parties agree that the City shall comply with any PERS mandate to provide health benefits to Domestic Partners.

The parties agree that sixty days prior to the effective date of the new Kaiser premium rates, as announced by CALPERS, the parties will calculate the increase in the premiums from the prior year and any such increases shall be shared by the parties pursuant to the following formula: The City shall pay the first full 5% of any such increase in premiums from the prior year. Premium increases in excess of 5% shall be shared equally (50/50) between the City and the employees. This will be accomplished by calculating the increase, if any, into a dollar amount per employee and then deducted from the employee payroll checks on a monthly basis for the following twelve months, or until the effective date of the new rates. In no case will the adjustment be greater than \$20 per month for a total of \$240 per year. In the event that the formula requires employee contributions in years 2, 3 and 4 of this Agreement, the maximum increase will be \$5 per calendar year. By way of example, the maximum amount permitted to be assessed against the employee will be as follows: year 1 - \$20; year 2 - \$25; year 3 - \$30; and, year 4 - \$35 per month. The annual contributions will not compound. In the event there is a reduction in the health premiums in a given year, the City shall enjoy all such savings.

18.1.2 Employees Disabled Due to Work Related Injury. The City will continue health plan coverage for employees who become disabled due to a work related injury which occurred during employment with the City. The 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. The City's obligation shall be limited to the premium it was paying on behalf of the employee as of the date of injury.

18.1.3 Plan adjustments that may be stipulated by carriers as mandatory may be incorporated into the described health insurance program without contradicting the concept of the "present level of coverage."

18.1.4 Extended health care coverage for those employees who retired prior to August 1, 1998 and for those employees placed on Long Term Disability who are not eligible for disability retirement shall be provided as described in Attachment C of this document.

18.1.5 Employees with medical coverage from a source other than through their employment with the City may request that their medical coverage as employees of the City be terminated; and shall, in lieu of that coverage be paid the current Kaiser rate for a single employee. To participate in this program, employees shall waive their individual health plan coverage by signing a form provided by the City and providing proof of the alternate medical coverage to the Human Resources Department. Such proof must be resubmitted each year during the City's health waiver recertification period. If such proof is not provided by the end of the recertification enrollment period, payments shall be stopped and the employee will be enrolled in a health plan effective January 1st of the following year.

18.2 Dental

18.2.1 The City will maintain the current dental plan for the term of the MOU and pay total premium cost for employee and dependents. Effective July 2007, the dental rates for active employees are as follows:

Employee Only	\$49.24
Employee + one dependent	\$96.88
Employee + two or more dependents	\$172.23

18.2.2 Orthodontic coverage shall be provided to the employee, the employee's spouse and dependent children under the age of 19 years. The orthodontic coverage shall be on an 80% / 20% co-payment basis with a limit of a \$5,000 cost to the City for the lifetime of the covered person.

18.2.3 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.

18.2.4 Plan adjustments that may be stipulated by carriers as mandatory may be incorporated into the described health insurance program without contradicting the concept of the "present level of coverage."

18.2.5 The City shall provide 100 % coverage for all Diagnostic & Preventative Benefits for the employees included in this MOU.

18.3 Life Insurance

18.3.1 Group Term Life Insurance. The City will provide a life insurance benefit equal to no less than two times the employee's current annual earnings as more particularly described in the Standard Insurance Company Policy No. 451282-A. during the term of this MOU.

18.3.2 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.

18.4 Short Term Disability

The parties have agreed to delete Short Term Disability coverage for this entire bargaining unit.

18.5 Long Term Disability

The City will maintain the current Long Term Disability benefit program during the term of this MOU. Complaints in the administration of the Long Term Disability Program shall first be directed to the Human Resources Department. If not resolved, such complaints may be submitted in writing to the City's Retirement Board for consideration.

18.6 Job Injury Leave with Pay For Police Officers

There shall be provided a category of leave known as "Job Injury Leave with Pay for Police Officers." As used in this section the term "4850" refers to Section 4850 of the Government Code. Such leave shall be administered according to the following provisions:

18.6.1 **Eligibility.** Any full-time employee occupying a regular position, regardless of such employee's period of service with the City, who may be disabled due to an injury or illness arising out of and in the course of employment with the City of Concord, shall be eligible for 4850 benefits.

18.6.2 **Disability Determination.** The determination of temporary, total, or partial disability shall be made by the City's appointed medical examiner. In the event of a dispute, the finding, and order of the Worker's Compensation Appeals Board (WCAB) regarding an application filed in connection with the injury or illness, claimed to have arisen out of or in the course of employment, shall be binding upon both the City and the police officer with respect to: (1) disability; (2) whether the disability is job-incurred; and (3) whether the disability is total, temporary, partial, or permanent and stationary.

18.6.3 Compensation During Job Injury Leave

18.6.3.1 **Workers' Compensation.** Temporary disability indemnity payments shall be augmented by 4850 benefits to maintain the disabled employee at full base salary, including the amount of Police Professionalization Program [PPP] incentive pay designated to be included in base pay. If temporary disability indemnity is not provided during the workers' compensation waiting period, or for partial days lost due to the job-incurred disability, 4850 benefits shall cover these periods.

18.6.3.2 **Salary.** The salary to which the employee is entitled while on 4850 benefits shall be the base salary step including any PPP incentive designated to be included in base pay in effect on the date of the job-

incurred disability, and may be increased by any general adjustments to the salary range that may occur during the course of 4850 benefits.

18.6.3.3 Social Security. The disabled employee shall apply, when eligible, for Social Security disability benefits. Social Security disability benefits paid to the employee or the employee's dependents while receiving 4850 benefits shall be made payable to the City by the disabled employee. If the employee fails to apply for Social Security benefits, the 4850 benefits may be reduced by the amount of Social Security benefits to which the employee may have been entitled.

18.6.3.4 Other Disability Income. Benefits paid the disabled employee by private plans paid for by that employee and without participation by the City shall not reduce 4850 benefits.

18.6.4 Duration of Leave. Eligible employees shall be entitled to 4850 benefits for the period of temporary disability not to exceed one (1) year cumulatively from the date of the job-incurred disability.

If, at any time during 4850 leave, the Human Resources Director finds that the disability is permanent and stationary and the employee will be unable to return to work in the classification to which the employee was assigned as of the date of disability, the disabled employee shall be removed from 4850 leave status and shall apply for benefits under the City's Long-Term Disability (LTD) program. (See Section 18.5 above.)

If the employee disagrees with the Human Resources Director's determination that the employee's condition is permanent and stationary and unable to perform the work of the assigned classification the employee shall notify the City in writing within ten (10) days of being removed from 4850 leave. The matter shall be resolved by the Workers' Compensation Appeals Board under the provisions of Labor Code Section 6144.

The decision of the Workers' Compensation Appeals Board upon this issue may be appealed by either party to the Superior Court, providing this appeal is filed within twenty (20) days from the date of the Workers' Compensation Appeals Board decision.

Pending the processing and payment of benefits under the Long-Term Disability program, and/or the PERS Industrial Disability Retirement program, the City shall pay to the employee an amount equivalent to that which the employee would ordinarily receive under the applicable disability program. In the event the Workers' Compensation Appeals Board finds that the employee's disability is not permanent and stationary, and the employee cannot at that time be considered permanently unable to return to work, the employee shall be paid the amount the employee would have received as 4850 benefits less any benefit payments provided under the City's LTD program or Social Security disability benefits paid to the

employee or the employee's dependents retroactive to the date the 4850 leave was terminated.

18.6.5 Impact of 4850 Benefits on Other Benefit Programs:

18.6.5.1 Employees who are on 4850 leave shall accrue sick leave and vacation and shall receive any regular uniform allowance for a period not to exceed 12 months.

18.6.5.2 **Life Insurance.** The amount of City provided life insurance in effect at the time of the employee's job-incurred disability shall remain in force and continue to be provided at the City's expense throughout the duration of 4850 benefits.

18.6.5.3 **Medical and Dental Plans.** Medical and Dental Plan benefits in effect at the time of the employee's job incurred disability shall be provided to the employee and the employee's eligible throughout the duration of 4850 benefits.

18.6.5.4 **Retirement System.** Employee contributions to PERS will continue to be made during the period of 4850 leave and the period of leave shall be included as years of service for retirement purposes.

18.6.6 **Step Increases.** The interval between any step increase for which the employee would otherwise be considered shall be extended by the duration of 4850 benefits and a new anniversary date shall be established as of the effective date of any step increase granted following the reinstatement of the employee from 4850 benefits.

18.6.7 **Probationary Appointments.** If the employee was serving a Probationary Appointment when disabled on the job and the employee is subsequently reinstated from 4850 leave to a position in the classification occupied at the time of disability, the probation appointment period shall be extended by the duration of 4850 leave.

18.6.8 **Seniority.** The employee's seniority shall continue to accrue during the duration of 4850 leave and may be used for whatever purpose seniority is used by the Police Department according to their regulations.

18.6.9 **Return to Work.** If the disabled employee recovers and is released for full-time employment and duty status in the employee's own classification, all benefits under 4850 benefit provisions shall cease and the employee shall immediately return to work upon medical release. This reinstatement from job injury leave shall be made even though it results in the layoff of another employee through application of the City's layoff procedure. Medical release for return to work shall be determined and provided by the City's appointed medical examiner.

18.6.10 Long-Term Disability. The Long-Term Disability (LTD) program runs concurrently with 4850 leave. An employee may be eligible to receive LTD benefits based upon eligibility criteria from the first date of disability, as determined by the LTD claims administrator. However, such LTD benefits are not paid since they are less than the 4850 benefits. At the end of the maximum one year period of 4850 benefits, or, if sooner, upon the declaration of permanent and stationary and inability to return to work in the employee's own occupation, the employee will continue to be eligible for LTD a period of up to twenty-six (26) months beyond the first date of disability under the "own occupation" definition of disability. However, when all of the following conditions are met, eligibility for LTD benefits under the "own occupation" definition shall be extended from 26 months to a maximum of 36 months from the first date of disability:

18.6.10.1 The disability has been accepted by the City's workers' compensation claims administrator as being a disability arising out of and in the course of employment; and

18.6.10.2 The disabled employee is actively participating in an approved Rehabilitation Plan (limit of no more than two approved Plans) as provided by Workers' Compensation; and

18.6.10.3 There continues to be medical certification by the City's appointed medical examiner that the employee is unable to perform the full duties of his/her classification.

18.6.10.4 The extension period (beginning on the 27th through the 36th month described above) shall be canceled at any time during this period if any of the events shown below should occur:

18.6.10.4.1 Completion of the Rehabilitation Plan; or

18.6.10.4.2 Determination is made by the City's appointed medical examiner that the employee is no longer disabled from performing the full duties of his or her own classification; or

18.6.10.4.3 The employee ceases to actively participate in the approved Rehabilitation Plan prior to its completion.

18.6.10.5 The extension period does not alter any eligibility or other provisions under which Long-Term Disability benefits are provided.

18.7 Retirement

18.7.1 The City provides retirement benefits to employees under the California Public Employees Retirement System ("PERS") and, in the administration of the retirement program, PERS Rules and Regulations shall apply.

18.7.2 Effective June 25, 2001, the City amended its contract with PERS to provide the retirement plan commonly referred to as the 3% at 50 plan.

18.7.3 In addition to the Employer's share of the contribution, the City will pay the employee's share of the contribution which totals 9% of gross covered compensation. Effective January 8, 2001, the City shall report the value of these Employer Paid Member Contributions as salary to PERS.

18.7.4 For purposes of determining retirement benefits, "Final Compensation" shall mean the highest average monthly compensation paid as a salary to an employee during any period of twelve consecutive months during the employee's membership in the PERS Retirement Program. Compensation, as herein defined, paid during any period of service under a Reciprocal System shall be considered compensation for purposes of computing Final Compensation in the Concord retirement plan, provided entry into membership in one system occurred within sixty (60) days of discontinuance of employment as a member of the other system.

18.7.5 The City agrees to open negotiations to discuss the issues of the DROP Program and/or the 90% Cap on maximum benefits should either or both of these features be made available as an optional benefit under PERS Retirement. This re-opener provision is strictly limited to these two specified issues.

18.8 Conversion of Sick Leave to Retirement Service Credit

Upon retirement, or termination when eligible for retirement, unused accrued sick leave can be used to extend service credit and an employee will receive 0.004 years of service credit for each 8 hours of unused accrued sick leave. Alternatively, an employee can elect to cash out up to 800 hours of unused accrued sick leave at the rate of two hours of pay for each 8 hours of unused accrued sick leave. An employee can also elect a combination of cash out up to the maximum 800 hours (200 hours pay) and extended service for the balance.

18.9 Deferred Compensation

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

18.10 Employee Assistance

The City will maintain the Employee Assistance Program (E.A.P.) during the term of this MOU. The parties agree that the minimum number of counseling sessions will be eight (8) per contract year for employees and their eligible dependents.

18.11 Tuition Reimbursement

The City will reimburse employees for expenses incurred for tuition and books required for courses of study subject to the following conditions and limitations:

18.11.1 The subject matter of the course, training program, or degree relates to the employee's work with the City and is designed to improve the employee's job performance.

18.11.2 The course is in a school accredited by the Western Association of Schools and Colleges, the National Home Study Council, or by special permission as recommended by the Chief of Police and approved by the Human Resources Department.

Tuition reimbursement shall not be provided for any course or program conducted by an educational institution through a contractual relationship with any type of "Educational Broker" as 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 any or 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.

18.11.3 The class and study time are outside the employee's normal working hours.

18.11.4 The course is completed with a grade better than C- or with a certificate of completion.

18.11.5 Reimbursement for books retained by the employee will be limited to 50% of the cost.

18.11.6 The maximum benefit payable to an employee per fiscal year shall be \$1,500 for approved course work successfully completed at a school that is privately owned and/or operated. No limit shall apply to courses of instruction taken at schools that are publicly owned and/or operated.

18.11.7 Reimbursement shall not be provided for costs incurred for graduation fees, deferred tuition payment fees, student body fees, binders, note papers, exam blue books, parking fees, or miscellaneous supplies, computer hardware or software, or battery operated or electric calculators.

18.11.8 Human Resources Department authorization must be obtained prior to incurring any otherwise reimbursable expenses. Reimbursement will be approved by the Human Resources Department upon satisfactory evidence of satisfactory completion of the authorized course.

18.12 Post Employment Benefit Reopener

The Association agrees to actively participate and engage in good faith efforts to establish the parameters of a City-wide effort to address and arrive at a long-term solution to the rising costs in retiree medical benefits and the Other Post-Employment Benefits (OPEB) unfunded liability. To that end, the Association will participate in joint discussions, meetings and study sessions with representatives from all of the organizations representing all City employees, including representatives from confidential and management employees. The Association will consider, among other things, the respective interests of all City employees and the City's stated intention to minimize the OPEB liabilities for purposes of enhancing the City's future financial security and long-term planning. The parties anticipate that regular meetings between these various representatives will commence in September 2007, with an anticipated resolution to be decided by May 2009.

Further, the parties agree that on the first Monday in June 2009, the City and the Association (as a separate bargaining unit) shall return to the bargaining table and engage in good faith negotiations to re-open this MOU for the limited purpose of seeking ways to implement the negotiated and agreed upon City-wide resolution to the OPEB liability. Any modifications of the MOU will be subject to mutual agreement of the parties. Furthermore, the OPEB re-opener outlined herein is not a general re-opener and will not be subject to impasse procedures or unilateral implementation or modification.

The parties agree and understand that the City shall not enjoy any real savings from the resolution to the OPEB un-funded liability issue for a number of years from the inception of the City-wide solution.

18.13 Vision Coverage

The City shall provide the Vision Service Plan (VSP) Option C (Examination, Lenses every 12 months; \$20 co-pay for exams and materials) for all employees included in this MOU.

19. Uniforms

19.1 Uniforms, Emblems, and Insignia

19.1.1 The City shall provide City emblem shoulder patches for police uniforms under a program regulated by the Chief of Police.

19.1.2 Upon promotion, an employee shall be provided by the City two complete sets of jacket and one set of shirt bar emblems and insignia appropriate for rank involved. This does not include service stripes which may be worn at the expense and discretion of the employee; except that for the 20th and 25th year of total peace officer service, the City shall provide, at the request of the employee, four sets of service stripes, each stripe denoting five years of peace officer service. Such service stripes are to be worn at the expense and discretion of the employee.

19.2 Uniform Allowance:

19.2.1 A uniform allowance will be made in two (2) equal payments, the first pay period in November and the first pay period in June. The uniform allowance shall be one thousand dollars (\$1,000.00) annually and that amount shall increase by fifty dollars (\$50.00) on each subsequent first pay period in July during the term of this Agreement.

19.2.2 Employees selected to ride motorcycles shall be provided one pair of boots and two pair of breeches at City expense after they successfully complete their motorcycle training and are actively employed using a motorcycle as a part of their duty assignment. Such breeches and boots shall be replaced at City expense upon approval of the employee's supervisor if the article is obviously worn out due to normal wear and tear.

20. Reimbursement

20.1 Damaged or Lost Personal Property

Subject to the following provisions, claims for damaged or lost personal property of an employee shall, when such damage or loss results directly from the performance of work in the line of duty, be reimbursed. 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.

20.1.1 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.

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

20.1.2.1 Theft or vandalism.

20.1.2.2 Ordinary wear and tear.

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

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

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

20.1.3 An employee shall be eligible for reimbursement for damage to or loss of any personal property except:

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

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

20.1.3.3 Clothing provided at City cost.

20.1.3.4 Vehicles.

20.1.3.5 Items that have exceeded their normal life expectancy.

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

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

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

20.1.4.2 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.

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

20.1.5 Claims Procedure:

20.1.5.1 An employee may submit a claim on a form designated by the City to the immediate 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 Chief of Police accepts an explanation for the delay.

20.1.5.2 The employee's supervisor will review the claim and complete that portion designated for supervisory response and forward the claim form to the Chief of Police.

20.1.5.3 The Chief of Police will review the claim, add comments as appropriate, and forward the claim to the Finance Director.

20.1.5.4 The Finance Director will determine whether or not the claim satisfies the criteria specified above. If the criteria are met, the Finance Director 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 Finance Director will notify the Chief of Police of the concern prior to notifying the employee. The employee may be requested to provide additional information to substantiate a claim. The Finance Director and Chief of Police may, when appropriate, negotiate reimbursement amounts with the claimant or the claimant's representative.

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

20.1.6 **Disputes.** Disputes regarding either eligibility for reimbursement or the amount of reimbursement may be processed at the Second Step of the Grievance Procedure, Section 16.5.2.

20.2 Travel

20.2.1 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.

20.2.2 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 the Chief of Police 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.

20.2.3 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.

20.2.4 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.

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

20.2.6 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.

20.2.7 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.

20.2.8 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.

20.2.9 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.

21. Policies and Procedures

Prior to consideration by the City Council, the City agrees to provide 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.

22. Outside Employment

22.1 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 employees or with the duties, functions, or responsibilities of the employee's appointing authority or the department in which employed. A 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 22.2 and 22.3 below.

22.2 Prohibited Activities

The Chief of Police 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 employees. An employee's outside employment, activity, or enterprise may be prohibited if it:

22.2.1 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

22.2.2 Involves receipt or acceptance by the 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 employee; or

22.2.3 Involves the performance of an act in other than the capacity of the 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

22.2.4 Involves such time demands as would render performance of his or her duties as an employee less efficient.

22.3 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 22.1 and 22.2 shall inform the Chief of Police of such desire, providing information as to the time required and the nature of such activity and such other information as may be required.

22.4 The Chief of Police at his or her own initiative, or at the request of the employee, shall make such determination as specified in Section 22.2 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 Chief of Police may be subject to the Grievance Procedure as set forth in Section 16.

23. 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.

24. Severability

Should any part of this Memorandum of Understanding, or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, Federal tax requirements, or by any decree of any court of competent jurisdiction, such invalidation of such part or portions of this MOU shall not invalidate the remaining portions

thereof. The remaining portions or parts shall remain in full force and effect. It is mutually agreed that upon such invalidation the City and the Union will meet and confer in good faith with reference to the parts or provisions thus invalidated which affects the Unit.

This MOU is subject to all laws and ordinances. This MOU shall be further subject to all resolutions and administrative rules of the City except as expressly provided to the contrary by this MOU.

25. Revisions, Amendments, Extensions

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

26. Term of Agreement

This MOU shall be effective upon ratification and approval by the members of the Concord Police Association and upon approval by the Concord City Council. The Terms of this Memorandum of Understanding shall be from the effective date through July 10, 2011. The parties shall reopen negotiations by March 15, 2011.

If negotiations are not completed by the end of the term, this MOU shall continue in full force and effect until an understanding is reached, or, failing agreement, until any applicable impasse procedure is exhausted.

Attachment A: Pay Schedule

Effective July 9, 2007

CLASS	PAY CATEGORY	Step A	Step B	Step C	Step D	Step E	Master Officer Step E
Police Officer	Base Pay	5097	5287	5551	5828	6121	6733
	3.0% Specialty Pay					6304	6935
	5.0% Specialty Pay or 5.0% Corporal Pay					6427	7069
	5.0% Corporal Pay and 3.0% Specialty Pay					6620	7282
	5.0% Corporal Pay and 5.0% Specialty Pay					6748	7423
	2.5% PPP*	5224	5419	5690	5974	6274	6901
	2.5% PPP and 3.0% Specialty Pay					6462	7108
	2.5% PPP and 5.0% Specialty Pay or 5.0% Corporal Pay					6587	7246
	2.5% PPP and 5.0% Corporal Pay and 3.0% Specialty Pay					6785	7464
	2.5% PPP and 5.0% Corporal Pay and 5.0% Specialty Pay					6917	7608
	5.0% PPP	5352	5551	5829	6120	6427	7069
	5.0% PPP and 3.0% Specialty Pay					6620	7282
	5.0% PPP and 5.0% Specialty Pay or 5.0% Corporal Pay					6748	7423
	5.0% PPP and 5.0% Corporal Pay and 3.0% Specialty Pay					6951	7646
	5.0% PPP and 5.0% Corporal Pay and 5.0% Specialty Pay					7086	7794
	10.0% PPP	5607	5816	6107	6411	6733	7406
	10.0% PPP and 3.0% Specialty Pay					6935	7628
	10.0% PPP and 5.0% Specialty Pay or 5.0% Corporal Pay					7069	7776
	10.0% PPP and 5.0% Corporal Pay and 3.0% Specialty Pay					7282	8010

**Concord Police Association
Memorandum of Understanding**

July 10, 2007

CLASS	PAY CATEGORY	Step A	Step B	Step C	Step D	Step E	Master Officer Step E
	10.0% PPP and 5.0% Corporal Pay and 5.0% Specialty Pay					7423	8165
Sergeant	Base Pay	6393	6713	7049	7401	7772	
	2.5% PPP	6553	6881	7225	7586	7966	
	7.5% PPP	6873	7217	7577	7956	8354	
	10% PPP	7033	7384	7754	8142	8549	
Master Sergeant 5%	Base Pay	6713	7049	7401	7771	8160	
	2.5% PPP	6881	7225	7586	7965	8364	
	7.5% PPP	7217	7577	7956	8354	8772	
	10% PPP	7384	7754	8141	8548	8975	
Master Sergeant 10%	Base Pay	7033	7384	7754	8142	8549	
	2.5% PPP	7209	7569	7947	8344	8762	
	7.5% PPP	7560	7938	8335	8752	9189	
	10% PPP	7736	8123	8529	8955	9403	

Attachment B: Police Professionalization Program

1. PURPOSE

To establish a Police Professionalization Program to increase the standards and requirements for Police Service to meet the needs of the City of Concord.

2. EXCLUSIONS

This policy does not apply to the Chief of Police.

3. DEFINITIONS

3.1 Base salary means the appropriate salary step in the Pay Range adopted for the class.

3.2 P.O.S.T. means the California Commission on Peace Officer Standards & Training.

3.3 Police Officer as used in this Policy Statement means any "peace officer" as the term is defined in Section 830-830.5 of the State of California Penal Code, regardless of rank.

3.4 Program year means from August 1 through the following July 31.

3.5 Satisfactory completion of course(s) means the attainment of a letter grade of "C" or better, a "Pass" grade if graded on a pass-fail basis; or a certificate of completion.

4. GENERAL

It is the intent of the City of Concord to maintain a high quality police service to cope with increased demands placed upon this function due to judicial, legislative, technical and social changes. Incumbent officers are encouraged to meet the higher requirements for their own classification and to become prepared for advancement through a salary incentive program.

5. POLICY

The City of Concord will establish and maintain a Police Professionalization Program designed for the capable experienced officer who is interested in a broad academic and specialized training background.

6. PARTICIPATION

6.1 During each program year, an eligible police officer shall be entitled to receive additional percentage of pay over base salary as an incentive according to the attached Table A. Such incentive pay shall be effective at the beginning of the pay period following the fulfillment of all of these conditions:

6.1.1 Has provided the Chief of Police satisfactory proof that the appropriate P.O.S.T. Certificate requirements as specified in Table A have been met; and

6.1.2 Has provided the Chief of Police evidence of satisfactory completion (during off-duty time within the previous program year or during the officer's entry probation period with the Concord Police Department) of either:

- 6.1.2.1 Six semester units or nine quarter units of credit in approved college course(s); or
- 6.1.2.2 One hundred hours of approved specialized off-duty instruction;
- 6.1.2.3 An off-duty research project requiring approximately 100 hours and approved in advance by the Chief of Police.

7. PROVISIONS

- 7.1 The requirements for the P.O.S.T. Intermediate and Advanced Certificates are those set forth by the California Commission on Peace Officer Standards and Training.
- 7.2 Qualifying courses, college or specialized training programs, or research projects are to be pursued during the officer's off-duty time under this Police Professionalization Program and must be approved in advance as appropriate by the Chief of Police and the Human Resources Department. The following shall not be considered qualifying education or training under the Police Professionalization Program.
 - 7.2.1 Routine exercises to maintain proficiency with firearms or other similar police skills.
 - 7.2.2 The hours spent by a Police Officer attending Police Department mandatory training programs for which the officer is compensated.
 - 7.2.3 The hours spent by a Police Officer performing homework assignments or other preparatory work in connection with an academic or special course of instruction.
 - 7.2.4 The hours spent by a Police Officer preparing and presenting speeches as a representative of the Police Department.
- 7.3 Police Officers are encouraged to complete the requirements for college degrees. The approved fields of specialty for such degrees is to be broadly interpreted to provide for the professional growth of the police officer, however, courses which are not creditable toward a degree program or such programs that are pursued for an a vocational interest rather than professional growth may not satisfy the requirement for salary incentives under the Police Professionalization Program.
- 7.4 The Police Department shall provide job related specialized training periodically through the year and make such training available during the officer's off-duty hours.
- 7.5 The appropriate Police Professionalization Program salary incentives shall be added to each paycheck issued to the participant officer while qualified under this program. The effective date of any increase in level of participation shall be at the beginning of a pay period following the attainment of the appropriate P.O.S.T. Certificate and/or college degree. Percentages applied for completion of training shall be effective at the beginning of the first full pay period in the program year for training completed during the previous program year. Police Officer eligibility for Training Pay discontinues upon achievement of a Bachelor's degree. However, due to the payment cycle, a Police

Officer will continue to receive Training Pay for the balance of the program year during which the Bachelor's degree was achieved.

- 7.5.1 Salary incentives for participation in the Police Professionalization Program shall be payable only while the officer is actively employed as a Police Officer with the City. The incentive salary shall be in addition to base pay, except as provided in Table A. The incentive salary shall not be payable during the term of a disciplinary suspension, disability retirement, long term disability, or when on leave of absence without pay. The incentive salary under this program shall automatically cease on the date the participating officer is no longer in the Police Department; and a reinstated officer shall be treated as a new hire.
- 7.5.2 In the event a Police Officer entitled to a salary incentive under the Police Professionalization Program leaves the employ of the City for any reason, the officer shall receive the proportionate amount of the incentive due to the date of separation from the City service (less any non-qualifying time as specified in Section 7.5.1 above) at the time the officer's final wage is being processed.

8. RESPONSIBILITIES

- 8.1 The Chief of Police shall be responsible for the administration of this policy.
 - 8.1.1 The Chief of Police shall initiate a "Notice of Personnel Action" form to add, change, suspend, or remove the salary incentive as provided by the Police Professionalization Program.
- 8.2 The Finance Director shall add the appropriate salary incentive to each paycheck for each police officer entitled to a salary incentive provided by and in accordance with this Policy Statement upon receipt of the approved "Notice of Personnel Action" form indicated in Section 8.1.1 above.
 - 8.2.1 The Finance Director shall use the appropriate salary steps contained in the City's Table II "Schedule of Monthly Pay Ranges" and Table III "Schedule of Hourly Pay Rates" in calculating the percentage incentive payment due which is subject to retirement and other benefits.
- 8.3 The Human Resources Department may periodically audit and make recommendations to the Chief of Police and/or the City Manager regarding the status and administration of this policy.

TABLE A

Classification	Professionalization Status	% Added to Base	% Not in Base	Total %
Police Officer	IC + AA + Training	0	2.5	2.5
	IC + BA	5.0	0	5.0
	AC + AA + Training	0	2.5	2.5
	AC + BA	10.0	0	10.0
Police Sergeant	IC + AA + Training	0	2.5	2.5
	IC + BA	7.5	0	7.5
	IC + BA + Training	7.5	2.5	10
	AC + AA + Training	0	2.5	2.5
	AC + BA	7.5	0	7.5
	AC + BA + Training	7.5	2.5	10
	AC + MA	10	0	10

- AA AA Degree or 60 college units
- IC P.O.S.T. Intermediate Certificate
- AC P.O.S.T. Advanced Certificate
- BA Bachelor's Degree
- MA Master's Degree
- Training Off duty training (satisfactory completion of either 6 semester units of approved college work or 100 hours of approved job related training each year or approved research project).

Attachment C: Health Care Coverage for Disabled Employees

Health care coverage may be extended to disabled Eligible Employees subject to the following:

1. DEFINITIONS

- 1.1 “Eligible Employee” means all full time employees covered by this MOU.
- 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.
- 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.
- 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.
- 1.5 “Residual Balance of Unused Sick Leave” means all hours of unused sick leave in excess of 800 hours.

2. ELIGIBILITY

- 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 but who are not eligible for a Disability Retirement.
- 2.2 Participation in extended health care coverage program by a disabled Eligible Employee and/or dependent(s) shall be voluntary.
- 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.

3. SCOPE OF EXTENDED HEALTH CARE COVERAGE

- 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.
- 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.

4. PARTICIPATION/ELECTION OPTIONS

Eligible Employees who elect to participate in the extended health care coverage program may choose one of the following options:

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.

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 of one hour of pay for each four hours of unused sick leave.

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.

- 5.** Except as provided in Option 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.

6. DEATH OF DISABLED ELIGIBLE EMPLOYEE/SPOUSE

- 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.
- 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 Option 3 above. Dependent coverage would be at the sole expense of the surviving spouse.

- 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.
- 6.4 If, under Option 1 above, 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.



ADDENDUM TO THE MEMORANDUM OF UNDERSTAND BETWEEN THE CITY OF CONCORD AND
THE CONCORD POLICE OFFICERS' ASSOCIATION
DATED 4 DECEMBER 2007

On or about 26 September 2006 the City Council adopted the Tobacco Retailers License Ordinance (TRLO) in response to the community's desire to abate the sale of tobacco to individuals who are not legally of an age to purchase tobacco products.

After consultation and a vote that was put to the membership, the Concord Police Officers' Association (CPOA) agreed, for the purposes of the TRLO only, that the City can hire and retain part-time police officers.

The part-time officers will work at an hourly rate of pay that will be established by the City's Human Resources Department in conjunction with the Chief of Police.

The course and scope of the part-time officers' employment will be directed and determined solely by the Chief of Police, the purpose of which shall be the fulfillment and execution of the mandate directed by the TRLO.

The CPOA agreement is predicated, in part, upon the part-time officers' prohibition from responding to standard patrol and/or officer calls, absent exigent circumstances including immediate officer safety or danger to life or property. Further, any lack of available staff would not permit the City to use the part-time officers to fill a beat or respond to calls other than those beats and calls that relate directly to the TRLO. The part-time officers will not displace any members of the bargaining unit and except for the duties associated with the terms of the TRLO will not perform any other regularly assigned bargaining unit work. In the event that the scope and duties outlined in the TRLO are modified significantly, the parties will meet and confer on such changes.

The City and the CPOA agree and understand that as long as the TRLO is in existence, the City shall have the authority to hire and retain part-time police officers pursuant to this Addendum.

Agreed to on 4th December 2007.

For the City of Concord:

For the CPOA:

SO SIGNED
Edward James, City Manager (interim)

SO SIGNED
Ronald Bruckert, CPOA President

**Concord Police Association
Memorandum of Understanding**

July 10, 2007

Signatures

For the Union

For the City

Ron Bruckert
President, Concord Police Association

Lydia DuBorg
City Manager

Kerry Cerletti
Negotiating Committee

Michelle H. Téllez
Director, Human Resources

David Dunkley
Negotiating Committee

Stacy Shell
Negotiating Committee

Darrell D. Graham
Negotiating Committee

Jeff Krieger
Negotiating Committee

Joe Higby
Negotiating Committee

Rocky Lucia
Negotiating Committee

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**Concord Police Association
Memorandum of Understanding**

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