

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CONCORD
AND
THE CONCORD POLICE MANAGERS’
REPRESENTATION UNIT

October 9th, 2007 to July 10th, 2011

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CONCORD POLICE MANAGERS' ASSOCIATION
Memorandum of Understanding

ADMINISTRATIVE LEAVE: Employees shall be entitled to administrative leave as provided in City Policy & Procedure 37.15, ADMINISTRATIVE LEAVE, and shall additionally be provided up to thirty (30) hours of administrative leave on an hour-for-hour basis for emergency overtime with the approval of the Police Chief. Such additional leave may only be taken as time off.

AGREEMENT: This Memorandum of Understanding entered into between the CITY OF CONCORD, hereinafter called "City," and the CONCORD POLICE MANAGERS' ASSOCIATION, hereinafter called 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 parties executing this Memorandum are the duly appointed representatives of the Concord Police Managers' Representation Unit. 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 the "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.

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 Concord Police Managers' Association, acting on behalf of its members and all sworn employees in the rank of Police Lieutenant and Police Captain of the Police Managerial Representation Unit agree to acceptance of all of the adjustments as set forth herein, and the staff representatives of the City agree to recommend to the City Council that all the adjustments set forth herein be adopted in full by the City Council in the manner and procedure prescribed by law.

Except as specifically provided for herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, or with respect to any other matters within the scope of representation unless the parties mutually agree during the period of the term of this Memorandum; provided, however, that if the City desires to change a subject

within the scope of representation which is not specified in this MOU, it shall provide notice to the Association, and shall meet and confer with the Association over the proposal if the Association so requests within ten (10) calendar days of receipt of notice.

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.

ALCOHOLIC BEVERAGES AND ILLEGAL OR CONTROLLED SUBSTANCES:

- A. No member of the Association shall consume, purchase, or transport for personal use any alcoholic beverage or illegal/controlled substance during any portion of the paid duty time unless directed to do so by a supervisor as part of necessary performance of duties. This includes all coffee breaks, paid lunch breaks, contract work and overtime hours worked.
- B. No member of the Association shall report for duty under impairment as a result of alcohol and/or drug abuse.

ANNIVERSARY DATE OF STEP INCREASES: The effective anniversary dates for the purpose of step increase for an eligible employee shall be established as follows:

- A. All Managers must receive a performance rating of satisfactory or above to be eligible for consideration for advancement to Step B, which shall occur 26 bi-weekly pay periods following the date of promotion; as adjusted to the beginning date of the closest pay period at that time.
- B. If employed at other than Step A in the salary range for the class, then all Managers must receive a performance rating of satisfactory or above to be eligible for consideration for adjustment advancement to the next salary step, which will take place 26 bi-weekly pay periods following the date of promotion, with the adjustment to the beginning of the closest pay period at that time.
- C. Consideration for all subsequent step increases shall be after receipt of a performance evaluation of satisfactory or above and then shall occur 26 bi-weekly pay periods thereafter for each such step adjustment.

BREAKS: The City shall provide one 15-minute relief break within each 4-hour work period with no travel time permitted to go to some other site for the break. Relief break time may not be accumulated and, if not taken, shall be lost.

- A. The Chief of Police shall administer such program which will provide Police Managers no greater benefit than indicated above.

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

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:

- A. During the periods April 1 through April 15 and October 1 through October 15, each year, the Association member may elect to receive cash for up to sixty (60) hours worth of compensatory time accrued.
- B. 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.
- C. Payment for compensatory time shall be paid by separate warrant.
- D. 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.

COURT APPEARANCES:

- A. The City shall compensate Managers for court appearances. The compensation shall be at straight time for court appearances during regularly assigned duty time. If the combined regular duty hours, approved paid leave, and court appearance time exceed forty (40) hours during a work week, or exceed eighty (80) hours during a pay period for those on variable work week, the court appearance time shall be at an overtime rate of one and one-half times the Manager's straight time hourly rate of pay. The application of this provision shall include the following:
 - 1. Within the Manager's normal work week, any court appearance that occurs after a Manager's regular shift shall be compensated at the Manager's overtime rate for a minimum of three (3) hours.
 - 2. Within the Manager's normal "weekend" of any court appearance that occurs after completion of the last shift of the Manager's normal work week and two (2) hours or more before the starting time of the first shift of the Manager's normal work week shall be compensation at the Manager's overtime rate for a minimum of four (4) hours. No minimum straight time guarantee shall apply if the interval is less than two (2) hours before the first shift of the Manager's normal work week; such court appearances shall be compensated for the actual time involved at the Manager's overtime rate.
 - a. If the court appearance which is scheduled for any of the Manager's "weekend" days off is canceled with six (6) hours or

less notice provided to the Manager, the Manager shall be compensated for a minimum of three (3) hours overtime at the Manager's overtime rate. Personal or telephone contact with any person at the Manager's residence, including leaving a message on the Manager's telephone answering machine, is considered adequate notice.

3. If any court appearance extends beyond the minimum number of hours guaranteed for that court appearance, the Manager's compensation shall continue at the Manager's overtime rate continuously until released from the court appearance.
4. Court appearances do not overlay. For court appearances that occur during the Manager's off-duty time, the Manager shall have the benefit of the following:
 - a. If a second court appearance is scheduled at least two (2) hours after the beginning of a first court appearance and less than three (3) hours after the beginning of a first court appearance, the Manager shall be entitled to a minimum of three (3) hours at the Manager's overtime rate for the first court appearance and a minimum of one (1) hour at the Manager's overtime rate for the second court appearance.
 - b. For court appearances on a Manager's normal "weekend" off, if a second court appearance is scheduled at least three (3) hours after the beginning of a first court appearance, and less than four (4) hours after the beginning of a first court appearance, the Manager shall be entitled to a minimum of four (4) hours at the Manager's overtime rate for the first court appearance and a minimum of two (2) hours at the Manager's overtime rate for the second court appearance.
5. For purposes of this provision relating to court appearances, pre-trial conferences approved by attorneys shall be considered court appearances.
6. When a Manager is on sick leave or job injury leave for two or more consecutive working days (excluding "weekends") then, commencing with the second day, court appearances that occur while the Manager is on sick leave or job injury leave shall be considered regular duty time and no premium guarantee shall apply under this provision.

DAYLIGHT SAVINGS TIME: On any weekend during which there is a change to or from Standard Time to Daylight Savings time, the Chief of Police may adjust work schedules so that those assigned to work do actually work the regular number of hours normally assigned to the shift.

The "time change hour" for Daylight Savings shall not be included in the definition of actual hours worked or be considered for pay purposes, and no employee assigned to a shift who works during the transition to or from Standard Time to Daylight Savings Time shall be paid any sum except for actual hours worked during said shift.

DEFERRED COMPENSATION: Management employees shall be eligible to participate voluntarily in the City of Concord Deferred Compensation Plan subject to Internal Revenue Service approval. Further, the City shall provide an employer-paid 401(k) contribution equal to 3% of the Association member's base wage. The contributions will be made on a per pay-period basis.

DEPENDENT CARE AND HEALTH PREMIUM PRE-TAX SALARY REDUCTION PROGRAM: The City shall provide a salary reduction program which allows employees to make pre-tax contributions for dependent care and health benefit premiums in accordance with Internal Revenue Service (IRS) codes 125/129.

DISABILITY BENEFIT COORDINATION: City will provide coordination of industrial disability benefits to fifty (50) percent, i.e. the sworn retirement system shall provide the difference between the amount received for an approved disability allowance from the PERS retirement system and fifty (50) percent of final compensation for members actively on the payroll June 21, 1993, who have completed at least 12 ½ years of sworn service with the City of Concord. This action was approved by the Retirement Board on January 26, 1994, and City Council approval as of November 11, 1994.

DISCIPLINE AND DISCIPLINARY PROCEDURE: The parties shall meet and discuss, and as necessary negotiate over, a grievance procedure and disciplinary standards.

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

ECONOMIC/BUDGET UPDATE: Quarterly economic/budget updates will be provided to employees.

EMBLEMS AND INSIGNIA:

- A. The City shall provide City emblem shoulder patches for police uniforms under a program regulated by the Chief of Police.
- B. Upon promotion, an employee within the Association shall be provided by the City two (2) complete sets of jacket and one (1) 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 Manager, except that for the 20th and 25th year of total peace officer service, the City shall provide, at the request of the Manager, four (4) 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 Manager.

EMPLOYEE ASSISTANCE PROGRAM: The City shall continue to maintain an Employee Assistance Program (E.A.P.). The parties agree that the minimum visits for Association employees shall be six (6) per contract year for employees and their eligible dependents.

FAMILY CARE LEAVE: Family care leave provisions shall comport to federal and state law mandates.

FLEXIBLE BENEFITS PLAN: The Flexible Benefit Program provides that Association personnel shall receive an additional \$2,000 per year that may be used toward reimbursement for medical, dental and vision care expenses pursuant to state and federal regulations, as well as reimbursement for dependent care expenses. If the employee elects, the \$2,000.00 may be received as taxable cash compensation. The allocation decision must be made upon employment and re-certification prior to the beginning of a new calendar year. Members promoted to the Lieutenant or Captain classifications will be eligible on the date of promotion and will receive a prorated share of their flexible benefits.

HEALTH/DENTAL PLANS:

A. Health Plans:

1. City will pay Kaiser monthly rates for current plan benefits:

Employee	\$431.17
Employee + 1	\$862.34
Employee + 2	\$1,121.04

The parties agree that sixty (60) 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. For initial implementation purposes the first cost sharing payment will be deducted on the second pay period in December 2007.

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

Kaiser rates will be maximum for City payment to other health plans, and for sick leave conversion for those retiring or beginning Long Term Disability (LTD) after July 5, 1993.

City will pay Kaiser rates for \$3 co-pay plan for visits and prescriptions, such rates to be used to set maximum reimbursement level for other health plans and sick leave conversion.

Beginning July 1, 1998, City will enter into the "PERS" Health Benefits Program. Kaiser "North" rates will be maximum City payment for other "PERS" health plans offered. Such premium level of payment is limited to current active unit members and their covered dependents, and those unit members who retired as a member of the City of Concord "PERS" Retirement Plan (effective June 21, 1993). City of Concord "PERS" Retirement Plan membership is limited to unit members who are active unit members and retired unit member receiving a "PERS" retirement benefit allowance from service with the City of Concord who retired within 180 days of separation from the City of Concord. This medical benefit is subject to "PERS" Health Benefits Program requirements.

City will pay the maximum premium of the Kaiser "North" rates (basic plan) for all active and retired unit members and their covered dependents. Retired unit members and their covered dependents who are age 65 or older are limited to City's cost of the Kaiser "North" rates for Supplement Medicare Premium.

2. The City agrees to continue to pay that amount of premium in effect determined by paragraphs 1. above for employee and dependent coverage for that type of City contracted health plan the employee is a member of when s/he becomes disabled due to a City of Concord workers' compensation injury. Such coverage shall extend for up to one year from the date of injury or to the date when the employee's disability is determined to be permanent and stationary, whichever comes first.
3. Plan adjustments that maybe stipulated by carriers as mandatory may be incorporated into the described health insurance program without contradicting the concept of the "present level of coverage."

4. Extended health care coverage for retired or disabled Police Managers shall be provided as described in Attachment "A" of this document. Commencing July 1, 1998, Attachment "A" provisions shall apply only to extended health care coverage for temporary disabled Police Managers and retired unit members as applicable.
5. Any employee who may have health plan coverage as a result of being an eligible dependent of another City employee, or who may have health plan coverage as an eligible dependent of a person employed elsewhere, may request that their health plan coverage as an employee of the City be terminated; and that, in lieu of the amount the City would otherwise pay for the health plan coverage for that employee, Kaiser employee rate per month be paid to that employee. To participate in this program, the employee shall sign a waiver, provided by the City, of health plan coverage; provide proof of health plan coverage for him/herself which shall be provided 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 period, payments shall be stopped and the employee enrolled in a health plan effective January 1 of the following year.
6. The City shall provide a salary reduction program which allows employees to make pre-tax contributions for health benefits pursuant to the provisions of Internal Revenue Code sections 125 and 129.

B. Dental Plans:

1. The City maintains the current level of coverage for the Association and pay total premium cost for employee and dependents. The rates are:

1 Party	\$44.43
2 Party	\$87.22
3+ Party	\$153.09
2. There shall be made available to Association employees, orthodontic coverage for the employee, eligible spouse and dependent children under the age of 19 years. Such orthodontic coverage shall have a limit of \$4,000 maximum cost to the City for the lifetime of the covered person.
3. Plan adjustments that may be stipulated by carriers as mandatory may be incorporated into the described health insurance program with contradicting the concept of "present level of coverage."

SAFETY GLASSES PROGRAM: Effective December, 1996 the safety glass frame allowance shall be increased to sixty dollars (\$60.00). All other terms and conditions are to remain the same.

HOLIDAYS:

A. 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 C 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.

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

C. 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

HOURS OF WORK: Prior to changing any established shift schedules, the Chief shall notify the Association and, on request, meet and confer with representatives of the Association.

INOCULATIONS: Employees in the Unit will be included in any voluntary preventative flu or hepatitis inoculation program which the City may conduct at its discretion.

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:

- A. **Eligibility:** Any full-time, sworn police officer occupying a regular position, regardless of such officer'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.

- B. **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.

- C. **Compensation During Job Injury Leave:**
 1. **Workers' Compensation:** Temporary disability indemnity payments shall be augmented by 4850 benefits to maintain the disabled officer 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 be provided.

 2. **Salary:** The salary to which the police officer is entitled while on 4850 benefits shall be the base salary step (including any PPP incentive designated to be included in base pay) then 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 the 4850 benefits.

 3. **Social Security:** As a condition of receiving 4850 benefits, the disabled police officer shall apply, when eligible, for disability benefits from Social Security. Benefits paid to the police officer or the officers dependents while receiving 4850 benefits shall be made payable to the City by the disabled police officer. Failure of the employee to make application for Social Security benefits shall not prevent the City from making a deduction from the amount owing the employee consisting of the Social Security benefits to which the employee may have been entitled

4. Other Disability Income: Benefits paid the disabled police officer by private plans paid for by that employee and without participation by the City shall be in addition to income provided by 4850 benefits.

- D. Duration of Leave: The eligible police officer 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 appointing authority finds that the disability is permanent and stationary and the officer will be unable to return to work in his/her classification, the disabled officer shall be removed from 4850 leave status and shall apply for benefits under the City's Long-Term Disability (LTD) program. (See paragraph J below.)

If the disabled officer does not consider the condition permanent and stationary to the extent that he/she is unable to return to work in that classification, the officer shall so 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 the arbitration award is issued by the Workers' Compensation Appeals Board or the court in the event an appeal is taken from the decision of the Workers' Compensation Appeals Board.

Pending the accrual of benefits under the Long-Term Disability program, or benefits under the Concord Retirement System, there shall be paid to the employee by the City, a sum equivalent to that which the employee would ordinarily receive under the City's Long-Term Disability program or Retirement Benefits, whichever program the employee elects to proceed under. In the event the Workers' Compensation Appeals Board finds that the officer's disability is not permanent and stationary, and the officer's condition is such that he/she cannot at that time be considered permanently unable to return to work, there shall be paid to the officer retroactively to the date payment of 4850 leave ceased, an amount equal to that which he/she 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 officer or the officer's dependents.

- E. Impact of 4850 Benefits on Other Benefit Programs:

1. Commencing August 1, 1989, employees who are on 4850 leave shall accrue sick and vacation leave and shall receive any regular uniform allowance, Leave accrual and uniform allowance shall not exceed 12 months while on temporary job injury leave.

2. Life Insurance: The amount of life insurance then in effect and provided by the City at the time of the police officer's job-incurred disability shall remain in force and continue to be provided at the City's expense throughout the duration of 4850 benefits.
 3. Medical and Dental Plans: While on 4850 benefits, the City will continue to pay on behalf of the disabled police officer, and the officer's eligible dependents, coverage under any of the group health and dental plans offered by the City and in which the officer is enrolled as provided in the "Dental Plan" and "Health Plan" sections of this Memorandum of Understanding.
 4. Retirement System: Employee contributions are to be continued by the police officer while on 4850 leave and this period of time shall be included as years of service under the Concord Retirement System. Effective June 21, 1993, employee contributions while on 4850 will be contributed under the PERS system and shall be included as years of service under that system.
- F. Step Increases: The interval between any step increase for which the police officer would otherwise be considered shall be extended by the duration of 4850 benefits leave and a new anniversary date shall be established as of the effective date of any step increase granted following the reinstatement of the police officer from 4850 benefits.
- G. Probationary Appointments: If the police officer was serving a Probationary Appointment when disabled on the job and the officer is subsequently reinstated from 4850 leave to a position in the class occupied at the time of disability, the probation appointment period shall be extended by the duration of 4850 leave.
- H. Seniority: The police officer'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.
- I. Return to Work: If the disabled police officer recovers and is released for full-time employment and duty status in the officer's own classification, all benefits under 4850 benefits provisions shall cease and the employee shall immediately return to work upon medical release. This reinstatement from 4850 benefits shall be made even though it requires the use of the City's layoff procedure. Medical release for return to work shall be determined and provided by the City's appointed medical examiner.
- J. Long-Term Disability: The Long-Term Disability (LTD) program runs concurrently with 4850 leave. Although an officer may be eligible to receive LTD benefits based upon eligibility criteria from the first date of disability as

determined by the LTD claims administrator, such LTD benefits are not paid inasmuch as the 4850 benefit exceeds the guaranteed LTD income level. At the end of the maximum one (1) year period of 4850 benefits, or a declaration of permanent and stationary and inability to return to work in his/her own occupation, whichever occurs first, the disabled officer would continue to be guaranteed the income level offered by the LTD program for a period of up to twenty-six (26) months beyond the first date of disability under the "own occupation" definition of disability. However, eligibility for LTD benefits under the "own occupation" definition shall be extended from twenty-six (26) months to a maximum of thirty-six (36) months from the first date of disability when all of the following conditions are met:

1. The injury/illness causing the disability occurs on or after July 2, 1984; and
2. 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
3. The disabled officer is actively participating in an approved Rehabilitation Plan (limit of no more than two [2] approved Plans) as provided by Workers' Compensation; and
4. There continues to be medical certification by the City's appointed medical examiner that the officer is unable to perform the full duties of his/her classification.

The extension period (beginning on the twenty-seventh [27th] through the thirty-sixth [36th] month described above) shall be canceled at any time during this period if any of the events shown below should occur:

1. Completion of the Rehabilitation Plan; or
2. Determination is made by the City's appointed medical examiner that the officer is no longer disabled from performing the full duties of his/her own classification; or
3. The officer ceases to actively participate in the approved Rehabilitation Plan prior to its completion.

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

Effective June 21, 1993, the City's Long Term Disability plan will become an independent program from the PERS retirement system and the continuation of service credit will only be provided during the maximum one (1) year of 4850 or

a declaration of permanent and stationary and inability to return to work in his/her own occupation, whichever occurs first.

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.

ORGANIZATIONAL CHANGES:

A. Participation

The parties agree that as senior management employees, members of the bargaining unit will act as copartners with the City in effecting organizational change to optimize the provision of efficient and effective public services.

B. Management Responsibilities/Accountability

It is agreed that the Chief of Police and the Management Employees will work together cooperatively to define the mission and the role of managerial employees. All Police Managers will work in good faith to retain, improve and enhance accountability systems, management effectiveness programs and efficiency practices as determined by the City Manager and executed by the Chief of Police. All Police Managers will continue to support the City of Concord's Mission, Vision, Values and Corporate Goals.

OVERPAYMENT -- GRACE PERIOD:

A. 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.

- B. 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.
- C. If a promissory note has not been executed, 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, the employee shall be obligated to execute a promissory note to establish the method and manner of repayment of the remaining monies.

POLICE PROFESSIONALIZATION PROGRAM: Any course or college degree program commencing after July 14, 1986, which includes college credits for "life experience" shall not be recognized by the City as qualifying for the Police Professionalization Program.

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.

PROBATIONARY PERIOD: Employees who successfully completed 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.

REPRESENTATION BY EMPLOYEES:

- A. For the purpose of meeting and conferring in good faith regarding wages, hours, and working conditions with a Certified Employee Organization, the City will provide time off with pay to no more than three (3) City employee members during their normal work hours. Meetings held outside of the employee's normal work hours shall be on the employee's own time.
- B. For purposes of 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 employees' normal work hours. Meetings held outside of the employees' normal work hours shall be on the employees' own time.
- C. Additional employees called by either party may be present with pay during his/her normal work hours to serve as a resource person or as a witness for meetings described in (A) or (B) above the limited time required to cover the subject. Meetings held outside of that employee's normal work hours shall be on the employee's own time.

RESIDUAL RIGHTS: Except as otherwise noted in this agreement, the City retains all rights of management.

RETIREMENT CONTRIBUTION:

- A. 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.
- B. 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.
- C. 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.
- D. 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.

- E. 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.

RETIREMENT SOCIAL SECURITY OFFSET: Effective September 1994, the City shall amend its contract with the Public Employees' Retirement System (PERS) to include the provision called "Full Formula Plus Social Security" as defined in Section 20499 of the Public Employees' Retirement Law. This amendment will eliminate the coordination of retirement and Social Security benefits, and provide full PERS coverage for past and future service of safety members in this representation unit employed on or after the effective date of this contract amendment.

SALARY ADJUSTMENTS AND CONVERSION TO SALARY STEP SYSTEM:

Effective 9 October, 2007, all bargaining unit members shall receive a 6% pay increase pursuant to subsection "A" below. This pay increase reflects the parties' agreement to move the Police Managers from a Pay for Performance system to a Salary Step System.

The parties agree that the ranges below represent a six (6%) percent across-the-board increase, which shall apply to all bargaining unit members, effective October 9, 2007. After the first pay period in October 2007, upon the anniversary date of the employee's promotion into grade (Lieutenant or Captain), the employee shall be placed on the pay step closest to the employee's rate of pay. The employee shall be placed on the pay step that would not cause a decrease to the employee's rate of pay.

Example:

Police Lieutenant with a promotion/anniversary date of March 13th

<i>October 2006</i>	<i>Base salary</i>	<i>\$9,100.00</i>
<i>October 2006</i>	<i>ICA percentage</i>	<i>8.5%</i>
<i>October 2007</i>	<i>Base salary</i>	<i>\$9,873.50</i>
<i>October 2007</i>	<i>6% across the board increase</i>	<i>\$10,465.91</i>
<i>March 2008</i>	<i>Placement into step system</i>	<i>\$10,786 (Step C)</i> <i>(Yields a one-time salary adjustment of \$320.09)</i>
<i>July 2008</i>	<i>2.75% across the board increase</i>	
<i>January 2009</i>	<i>2.75% across the board increase</i>	

March 2009

Upon a rating of satisfactory or better in the employee's annual performance evaluation, employee will move to the next salary step as adjusted by the across the board increases.

Base Salary:

<u>Class</u>	<u>Pay Category</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Lieutenant	Base Salary	\$9,783	\$10,273	\$10,786	\$11,326	\$11,892
Police Captain	Base Salary	\$12,486	\$13,111	\$13,766		

Police Professionalization Pay:

<u>Class</u>	<u>Pay Category</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Lieutenant	PPP – 2.5%	\$10,028	\$10,529	\$11,056	\$11,609	\$12,189
	PPP – 7.5%	\$10,517	\$11,043	\$11,595	\$12,175	\$12,784
Police Captain	PPP – 2.5%	\$12,799	\$13,439	\$14,110		
	PPP – 5.0%	\$13,111	\$13,766	\$14,455		

Effective the first full pay period in October 2007, all Lieutenants will no longer participate in the City's pay for performance plan. Instead, they will participate in to a five step system denoted A through E with five (5%) percent increments between each step. Effective the first full pay period in October 2007 all Captains will no longer participate in the City's pay for performance plan. Instead, they will participate in a three step system denoted A through C, with five (5%) percent increments between each step. All Managers will be adjusted into the step closest to their current salary, without a pay decrease. For purposes of this transition, current salary shall be defined as base pay which includes the total ICA award granted in October 2006. In no event will a Manager advance more than one step during this transition. Once in the step system, all Managers must receive a performance rating of satisfactory or above to be eligible to advance in steps based on their anniversary of promotion as outlined in the "Anniversary Date of Step Increases" section above. Once transitioned into the step system the negotiated pay increases will be applied to all management employees following the negotiated scheduled pay increases denoted below:

- A. Beginning October 9, 2007, the base pay ranges for all classifications within the PMA shall be adjusted by six percent (6%).
- B. Beginning the first pay period after July 1st, 2008, the base pay ranges for all classifications within the PMA shall be adjusted by two and three quarter's percent (2.75%).
- C. Beginning the first pay period after January 1st, 2009, the base pay ranges for all classifications within the PMA shall be adjusted by two and three quarter's percent (2.75%).

- D. Beginning the first pay period after July 1st, 2009, the base pay ranges for all classifications within the PMA shall be adjusted by two and one half percent (2.5%).
- E. Beginning the first pay period after January 1st, 2010, the base pay ranges for all classifications within the PMA shall be adjusted by two and one half percent (2.5%).
- F. Beginning the first pay period after July 1st, 2010, the base pay ranges for all classifications within the PMA shall be adjusted by two and one half percent (2.5%).
- G. Beginning the first pay period after January 1st, 2011, the base pay ranges for all classifications within the PMA shall be adjusted by two and one half percent (2.5%).

SHORT TERM DISABILITY: The parties agree that the short term disability benefit shall no longer apply to the members of this bargaining unit.

SICK LEAVE: The existing policy on the return of unused sick leave shall be one-fourth (1/4) of unused sick leave, not to exceed 200 hours, available at retirement, or upon termination if eligible for retirement.

Policy & Procedure No. 41, titled SICK LEAVE shall be amended as follows:

- 4.23 In the event of a death of a member of the employee's immediate family or the death of a parent-in-law, or grandparents of spouse or employee.
- 4.25 In the case of the employee's illness due to pregnancy, sick leave shall apply to those periods when the employee is expected to return to work during the term of the pregnancy. If the employee is ordered to cease work by her physician due to pregnancy the employee shall be allowed to select either one of the following options: use any available sick leave, vacation, or compensatory time, and authorized leave of absence without pay during the period commencing with cessation of work to the date released to return to work by the attending physician. An extension of paid absence beyond this period through the use of available vacation and comp time is at the discretion of the appointing authority. An extension of authorized leave of absence without pay shall be in accordance with Section 16 of Policy & Procedure No. 37, PERSONNEL RULES.

TUITION REIMBURSEMENT:

- A. The application of the Tuition Refund Program will exclude graduation fees and if a text book is to be retained at the request of the employee and with the approval of the department head, the City will pay 50% of the costs for such books rather than 100%.
- B. The Tuition Refund for Employee Schooling (Policy & Procedure No. 42) shall not apply to any course or program conducted by an educational institution

through a contractual relationship with any type of "Educational Broker." Further, the City shall not recognize or pay for in any way any "life experience" credits that may be granted by any educational institution.

- C. The maximum benefit payable to an employee per fiscal year for approved course work successfully completed at a school that is privately owned and/or operated shall not exceed \$1,500. No limit shall apply to schools that are publicly owned and/or operated.

Policy & Procedure No. 42, titled TUITION FOR EMPLOYEE SCHOOLING shall be amended as follows:

- 2.5 The course is completed with a grade better than a C- or a certificate of satisfactory completion.
- 4.22 Association Members. Reimbursement for books retained by the employee will be limited to 50% of cost. This policy shall not apply to any course or program conducted by an educational institution through a contractual relationship with any type of "Educational Broker" nor shall the City recognize or pay for any "Life Experience" credits that may be granted by any educational institution. Excluded from reimbursement are computer hardware and software and battery operated or electric calculators.

UNIFORM ALLOWANCE:

- A. 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.

VACATION: In accordance with Policy & Procedure No. 37.17, VACATION.

- A. The accrual of vacation for an eligible employee (an employee in the Competitive Service or those in Appointive Positions) shall be at the rates indicated below. The appropriate accrual for vacation shall be credited at the end of each full bi-weekly pay period during which such employee received 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 bi-weekly pay period. Such straight time pay may consist of pay for regular hours worked or pay for approved vacation, sick leave, or compensatory time off.
- B. The accrual rate of vacation shall be altered so that vacation hours shall be credited to an eligible employee at the end of each full bi-weekly pay period during which such employee receives at least 56 hours straight time pay, as follows:

During the 1st year:	4.615 hrs. vac. accrued each full pay period worked.
During the 2nd year:	5.231 hrs. vac. accrued each full pay period worked.
During the 3-7th year:	6.154 hrs. vac. accrued each full pay period worked.
During the 8-9th year:	6.462 hrs. vac. accrued each full pay period worked.
During the 10-12th year:	6.769 hrs. vac. accrued each full pay period worked.
During the 13th-14th year:	7.385 hrs. vac. accrued each full pay period worked.
During the 15th-19th year:	8.000 hrs. vac. accrued each full pay period worked.
During the 20 th -25th year:	8.308 hrs. vac. accrued each full pay period worked.
During the 26 th year and thereafter:	8.654 hrs. vac. accrued each full pay period worked.

- C. Upon the effective date of the implementation of the above vacation provisions, the entitlement of an Anniversary Date as a day off shall be discontinued.
- D. Change in vacation accrual rates shall be effective at the beginning of the pay period that coincides with or follows the completion of the qualifying years of employment.

WAIVER: Upon the adoption of the Memorandum of Understanding, the Association employees individually and collectively waive any rights and benefits that may in the future be determined under City of Concord Policy No. 37.9, titled COMPENSATION FOR MANAGERIAL CLASSES AND EMPLOYEES, and also any rights and benefits that may have been extended to them under that Policy by order of an arbitrator with the following exceptions:

- A. Upon retirement from the City service, an incumbent in the Association shall be paid in cash one-fourth (1/4) of that employees' unused sick leave up to a maximum of 200 hours.
- B. The additional one (1) week of vacation per year allowed managerial employees shall apply and be included in the vacation accrual rates specified in the "Vacation" Section of this Memorandum of Understanding.

SEVERABILITY CLAUSE: 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 Memorandum of Understanding shall not invalidate the remaining portions thereof. The remaining portions or

parts shall remain in full force and effect. It is mutually agreed that upon such invalidation the City of Concord and the Concord Police Association will meet and confer in good faith with reference to the parts or provisions thus invalidated.

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

TERM: This Memorandum of Understanding shall be effective upon ratification and approval by the members of the Concord Police Managers' Association and upon approval by the Concord City Council. The Terms of this Memorandum of Understanding shall be from October 9, 2007 through July 9th, 2011. The parties shall reopen negotiations by March 15, 2011.

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

ATTACHMENT "A"

EXTENDED HEALTH CARE COVERAGE FOR RETIRED OR DISABLED POLICE OFFICERS

Extended health care coverage may be provided to retired/disabled Police Employees subject to the following provisions: Effective July 1, 1998 retirement medical coverage for City of Concord "PERS" Retirement Plan unit members shall be provided under the "PERS Health Benefit Program" in accordance with the Health/Drug Plan section of the "MOU". Concord "PERS" Retirement Plan membership is limited to unit members who are active unit members and retired unit members receiving a "PERS" retirement benefit allowance from service with the City of Concord who retired within 180 days of separation from the City of Concord. All other City of Concord Retirement System retirees who retired prior to June 21, 1993 and Disabled Police Employees will continue to be subject to the following provisions:

A. PROVISIONS

1. Active Police Employee means persons currently employed by the City of Concord as Police Employees, as that term is defined by the City of Concord Retirement Ordinance.
2. Dependent means the Police Employee's legal spouse and/or children eligible for coverage by one of the City's health care programs.
3. Extended Health Care Coverage means continued eligibility to participate in and be covered by one of the City's health care programs after such date as the Police Employee no longer meets the definition of Active Police Employee due to Retirement or receipt of benefits from the City's Long-Term Disability Program.
4. Individual Coverage means coverage under one of the City's health care plans for the retired or disabled Police Employee or the widow/widower of a retired or disabled Police Employee.
5. Residual Balance of Unused Sick Leave means all hours of unused sick leave in excess of 800 hours.

B. ELIGIBILITY

1. An employee is only eligible to use sick leave conversion at retirement or when on Long Term Disability (LTD).
2. Extended health care coverage shall be limited to those who are defined as Police Employees by the City of Concord Retirement System and who shall either have severed his/her employment with the City of Concord by retiring under service or

disability provisions of the City of Concord Retirement System, or have become eligible and continue to be eligible to receive benefits under the City of Concord's Long-Term Disability Program. Police Employees who resign from City employment but remain a Member of the City of Concord Retirement System shall not be eligible to receive extended health care coverage upon their retirement.

3. Participation in extended health care coverage program by a retired or disabled Police Employee and his/her dependent(s) shall be voluntary.

C. SCOPE OF EXTENDED HEALTH CARE COVERAGE

1. Extended health care coverage is limited to benefits provided under the health care programs being offered to Active Police Employees. Extended health care coverage shall not include dental or drug programs offered to Active Police Employees.
2. Retired employee and spouse on City health plans shall enroll in Medicare as soon as eligible.

D. PARTICIPATION/ELECTION OPTIONS

1. At the time of retirement, the Police Employee who elects to participate in the extended health care coverage program may choose one of the following options:
 - a. Option 1. Conversion of Entire Sick Leave Balance

The entire unused sick leave balance at the date of retirement may be converted to fully-paid individual health care coverage on the basis of one month of prepaid health care coverage for each 8 hours of unused sick leave. The number of unused sick leave hours shall be divided by 8 and rounded to the nearest whole number to determine the number of months of health care for Individual Coverage. If the Police Employee chooses to have a spouse covered, the number of months of health care coverage shall be reduced by one-half. Health care coverage for dependents other than a spouse shall be at the sole expense of the Police Employee. Upon exhaustion of the number of months of health care coverage, the Police Employee may elect to continue participation in extended health care coverage by commencing payment as described in Section D. I.c. below.

- (I) City will pay Kaiser monthly rates for current plan benefits for 1995/96.

Employee		\$142.11
Employee	+ 1	\$284.22
Employee	+ 2	\$378.02

Kaiser rates will be the maximum for City payment to other health plans, and for sick leave conversion for those retiring or beginning Long Term Disability (LTD) after July 5, 1993.

b. Option 2. Conversion of Residual Balance of Sick Leave

The Police Employee may elect to receive as a cash payment the dollar value of 800 hours of the unused sick leave computed in accordance with Section 4.52 of Policy & Procedure No. 41, SICK LEAVE. The Residual Balance of Unused Sick Leave (excess over 800 hours) may be converted to fully-paid extended health care coverage as described in Section D.1.a. above.

c. Option 3. Payment for Participation

In lieu of converting any unused sick leave as described in Sections D.1.a. and b. above, the Police Employee may choose to participate in the extended health care coverage by paying a monthly charge. For Individual Coverage, the amount of the monthly charge shall be an amount equal to the mandatory contribution rate made by Active Police Employees. Health care coverage for dependents, including spouse, shall be at the sole expense of the Police Employee.

2. At the time a Police Employee commences receipt of benefits from the City's Long-Term Disability Program. The Police Employee who elects to participate in the extended health care coverage program may choose one of the following options.

a. Option I. Conversion of Entire Sick Leave Balance

Convert the entire unused sick leave balance available at the date s/he commences receipt of benefits in the manner described in Section D.1.a. above.

b. Option 2. Conversion of Residual Balance of Sick Leave

Freeze 800 hours of the unused sick leave balance available at the date s/he commences receipt of benefits from the City's Long-Term Disability Program. The Residual Balance of Unused Sick Leave (excess over 800 hours) may be converted to fully-paid extended health care coverage as described in Section D.1.a. above.

(I) At the time of Disability Retirement or a Service Retirement occurring while the Police Employee is eligible to receive benefits from the City's Long-Term Disability Program, Police Employee

may receive the dollar value of the frozen 800 hours of unused sick leave computed at the rate set forth in Section 4.52 of Policy & Procedure No. 41, SICK LEAVE, or convert the entire 800 hours of unused sick leave to additional months of fully-paid health care coverage in the manner described in Section D.1.a. above.

c. Option 3. Payment for Participation

In lieu of converting any unused sick leave as described in D.2.a. and b., the Police Employee may choose to participate in the extended health care coverage by paying a monthly charge. For Individual Coverage, the amount of the monthly charge shall be an amount equal to the mandatory contribution rate made by Active Police Employees. Health care coverage for dependents, including spouse, shall be at the sole expense of the Police Employee.

3. Except as provided in Section D.2.b. above, if the Police Employee elects to use any or all of the unused sick leave balance as an option for extended health care coverage, s/he may not at a later date receive any portion of the unused sick leave in cash, even if s/he elects to no longer participate in the extended health care coverage program.
4. A Police Employee who elects not to participate in the extended health care program when first eligible may apply for coverage at a future date during the annual opening period for health plan changes for Active Employees.

E. DEATH OF RETIRED OR DISABLED POLICE OFFICER

1. If an employee who elected to convert sick leave at retirement for self and spouse continued the health coverage for self and spouse, the survivor (whether employee or spouse) may convert the deceased spouse's remaining months to extended coverage.
2. Upon conclusion of fully-paid coverage, the surviving spouse until remarriage may elect to continue to participate in the extended health care program by commencing payment as described in D.1. above. Dependent coverage would be at the sole expense of the surviving spouse.
3. Upon remarriage, the 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 Police Employee would be at the sole expense of the surviving spouse.

F. CONVERSION OF SICK LEAVE TO RETIREMENT SERVICE CREDIT

Nothing contained in this document affects a Police Employee's rights under Section

2809.B.6. of the Retirement Ordinance to convert all unused sick leave to retirement service credit.

ATTACHMENT "B"

RETIREMENT ALLOWANCE FACTORS - POLICE EMPLOYEES

<u>Age at Retirement</u>	<u>Factors</u>
50	1.0000
50-1/4	1.0175
50-1/2	1.0350
50-3/4	1.0525
51	1.0700
51-1/4	1.0875
51-1/2	1.1050
51-3/4	1.1225
52	1.1400
52-1/4	1.1575
52-1/2	1.1750
52-3/4	1.1925
53	1.2100
53-1/4	1.2275
53-1/2	1.2450
53-3/4	1.2625
54	1.2800
54-1/4	1.2975
54-1/2	1.3150
54-3/4	1.3325
55 and over	1.3500

Effective June 21, 1993, the Retirement Allowance Factors covered by the City contracted PERS Plan shall be applicable.

Signatures

For the Union

Daniel Siri
Negotiating Committee

Paul Crain
Negotiating Committee

Brian Wiesendanger
Negotiating Committee

Rocky Lucia
Negotiating Committee

For the City

Lydia DuBorg
City Manager

Michelle H. Téllez
Director, Human Resources

Stacy Shell
Negotiating Committee