

**MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF WALNUT CREEK**

**And**

**WALNUT CREEK EMPLOYEES ASSOCIATION (WCEA)**

**Majority Employee Organization for the**

**GENERAL EMPLOYEES UNIT (Unit)**

**Effective July 1, 2009 – June 30, 2011**

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## **A. INTRODUCTION AND INFORMATION ABOUT THIS AGREEMENT**

### **1. PREAMBLE**

We the undersigned, duly appointed representatives of the City of Walnut Creek and the Walnut Creek Employees Association (WCEA) have met and conferred in good faith, and do hereby jointly prepare and execute the following Memorandum of Understanding.

It is understood the provisions set forth herein supersede previous Memoranda of Understanding for employees represented herein and apply to employees holding positions as listed in Section 5 below.

### **2. COMPLETION OF MEET AND CONFER**

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

### **3. RELATIONSHIP OF THIS AGREEMENT TO THE CITY'S PERSONNEL RULES AND REGULATIONS**

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

### **4. DISCRIMINATION PROHIBITED**

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

### **5. RECOGNITION**

The City recognizes the Walnut Creek Employees Association (WCEA) as the majority representative for the General Employees Unit consisting of the following classifications. The City also recognizes the Walnut Creek Employees Association as the majority representative for any new classifications which should properly be assigned to this representation unit by the City Manager.

## **General Employees Unit Classifications**

Accountant I  
Accounting Assistant  
Building Inspector  
Building Trades Worker  
Code Enforcement Officer  
Computer Technician  
Custodian  
Engineering Inspector  
Engineering Technician I  
Engineering Technician II  
Equipment Mechanic I  
Equipment Mechanic II  
General Maintenance Worker  
Graphics Specialist  
Landscape Maintenance Worker  
Mail Clerk  
Office Assistant I  
Office Assistant II  
Office Specialist  
Open Space Ranger  
Park Maintenance Worker  
Permit Technician I  
Permit Technician II  
Permit Technician III/Senior  
Program Assistant I  
Program Assistant II  
Program Coordinator  
Program Specialist  
Public Service Worker  
Reprographics Specialist  
Revenue Collection Coordinator  
Senior Building Trades Worker  
Senior Custodian  
Senior Equipment Mechanic  
Senior Open Space Ranger  
Senior Park Maintenance Worker  
Senior Program Assistant  
Senior Street Maintenance Worker  
Senior Ticket Office Clerk  
Senior Traffic Maintenance Worker  
Senior Traffic Signal Technician  
Street Maintenance Worker  
Street Sweeper Operator  
Survey Party Chief

Ticket Office Clerk  
Traffic Maintenance Worker  
Traffic Signal Technician I  
Traffic Signal Technician II  
Traffic Technician  
Warehouse Assistant

## **6. TERM**

This agreement shall become effective July 1, 2009 and shall remain in effect subject to the provisions contained herein through June 30, 2011.

## **7. NO STRIKE - NO LOCKOUT**

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

Accordingly, no employee nor the WCEA shall engage in, cause or encourage any strike, slowdown, picketing, concerted refusal to work or other interruption of the City's operation for the duration of this Agreement as a result of any labor dispute.

Should any such action occur, all parties to this Agreement shall make a good faith effort to cease such activities.

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

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

## **8. COMPLAINT RESOLUTION PROCEDURE REGARDING THIS MEMORANDUM OF UNDERSTANDING**

A. Purpose. This procedure is established to provide a fair, orderly procedure to permit the hearing and resolution of a grievance presented by an employee alleging that the employee has been adversely affected by a violation of any provision of this Memorandum of Understanding.

### B. Definitions.

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

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

3. Supervisor - The person who oversees or directly supervises the employee and is responsible for the employee's performance evaluations.

C. Procedure. The parties recognize that disputes should be resolved expeditiously at the lowest possible administrative level, notwithstanding the right or desire of the WCEA or City to bypass any initial steps if the case involves decisions made at a high administrative level.

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

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

Step 3. Should the matter remain unresolved in Step 2, upon the request by the employee and approval of the WCEA, the WCEA only may, within ten (10) working days of that determination, request the nonbinding advice of the State Mediation and Conciliation Service. Any other dispute-resolving mechanism may be substituted for this step upon mutual agreement between the City and the WCEA. All costs involved in this step shall be borne equally by the City and the WCEA except that the parties shall each bear their own costs for presenting their case.

Step 4. If the dispute cannot be resolved under Step 3 (or under Step 2 if Step 3 is not utilized), the grievant or grievant's representative may, within five (5) working days of the receipt of the completion of the mediation advice, or the response by the department director if mediation is not utilized, arrange for the convening of a meeting with the City Manager or his/her designated representative to attempt to resolve the dispute on a mutually acceptable basis. The City Manager shall make every effort to respond within ten (10) working days of such meeting. The decision of the City Manager shall be final and binding.

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

Should a represented employee choose other representation, any proposed settlement of a dispute shall not be inconsistent with the terms of this agreement and shall first be forwarded to

the WCEA for review within a sufficient advance period prior to settlement to allow for comment.

## **9. NOTICE OF NEW HIRES**

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

## **10. BULLETIN BOARD SPACE**

City agrees to designate a reasonable amount of bulletin board space on existing bulletin boards for the use of the WCEA.

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

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

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

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

## **11. MEETING SPACE AND USE OF FACILITIES**

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

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

## **12. ACCESS TO WORK LOCATIONS**

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

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

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

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

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

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

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

## **13. RELEASE TIME**

Employees selected as representatives or officers of the WCEA and employed by the City shall conduct, discuss, or be involved in General Employees Unit business, activities, or functions in accordance with the provisions of this memorandum.

The WCEA may designate a maximum of four (4) employee representatives to serve on its negotiating committee for the purpose of meeting and conferring with City representatives. Such employee representatives shall be entitled to release time for the sole purpose of attending meet and confer sessions with City representatives when the parties mutually agree to schedule such sessions during regular duty hours. No employee shall be entitled to compensation for attending meet and confer sessions outside of regular duty hours. The above representatives shall be excused from their work assignment if it does not unduly interfere with City operations upon prior notification to the department head or designee. Only one employee from each program area shall be allowed release time.

## **14. DUES DEDUCTION/MAINTENANCE OF MEMBERSHIP**

The City shall deduct, twice monthly, the amount of the Walnut Creek Employees Association's regular dues, fees or assessments under the authority of an authorization card signed by the employee. The form of the authorization card currently in use shall not be changed without agreement by both the City and the WCEA.



Employees who are members of the WCEA and who have authorized, or who may authorize in the future, deductions of their WCEA dues, initiation and/or assessment fees on or after the date this Agreement is ratified shall have such dues and fees deducted for the remainder of this Agreement, except as noted below. An employee may withdraw his/her membership during the month of January of each year. Revocation of Authorization Cards shall be made upon written notice to the WCEA with copy forwarded to the City.

The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the next appropriate pay period commencing fifteen (15) days or longer after such submission.

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

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

The City shall not be obligated to make a deduction for dues, fees or other assessments from an employee during any calendar month in which the employee receives less salary than the amount owed for dues, fees or other assessments.

In this connection, all taxes, garnishment, and legally mandated deductions have priority over WCEA dues.

The WCEA shall give the City thirty (30) days' prior written notice of any change in the amount of dues.

## **15. MANAGEMENT RIGHTS**

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

## **B. COMPENSATION AND BENEFITS**

### **1. SALARIES**

A. The salaries for General Employee Unit classifications effective July 1, 2009, are set forth in Exhibit 1, attached hereto and incorporated herein by this reference.

B. There shall be no Consumer Price Index-based salary increases or market adjustments to the salary ranges for General Employee Unit classifications during the term of this agreement. However, Unit employees will still be eligible for individual step/merit increases within existing salary ranges, subject to the provisions of the Personnel Rules. See Exhibit 3, attached to this agreement and incorporated herein by this reference, for a description of the historical salary adjustment methodology.

#### **C. Mandatory Unpaid Time Off ("Furlough").**

1. Each Unit employee is required to take four (4) days, equivalent to thirty-two (32) hours, of mandatory unpaid time off ("furlough") each fiscal year. The furlough time will be prorated for part-time employees. Non-essential City operations will be closed for the following four (4) days and non-essential staff will take furlough time on the following days:

##### **Fiscal Year 2009-2010**

Monday, October 12, 2009

Monday, December 28, 2009

Tuesday, December 29, 2009

Wednesday, December 30, 2009

##### **Fiscal Year 2010-2011**

Monday, October 11, 2010

Monday, December 27, 2010

Tuesday, December 28, 2010

Wednesday, December 29, 2010

Unit employees shall not perform any work during a designated furlough day unless specifically authorized to do so by their department director or his/her authorized designee.

A Unit employee who is scheduled in advance by his/her department director to provide essential services during a designated furlough day shall receive compensation for each hour worked at the rate of one and one-half (1 ½) times the employee's regular hourly pay rate. The employee shall take his/her unused furlough hours (generally one day at a time) at another time, mutually agreed upon between the manager and employee, during that fiscal year, no later than June 1st of each year of the agreement. Department directors will provide sixty (60) days written notice to those employees required to work on a designated furlough day over the winter holidays. In the event unforeseen (or emergency) conditions affect and/or abbreviate the sixty (60) days written notice period, the department director will request a volunteer(s) prior to

assigning an employee to work on a designated furlough day at the earliest possible time in advance of the designated furlough day.

A Unit employee who is called out to work on a designated furlough day shall receive compensation of a minimum of three hours pay at straight time rate, or time and one-half for actual hours worked, whichever is greater. The Unit employee called out to work may not take his/her unused furlough hours on another day.

A Unit employee whose regularly scheduled day off work falls on a designated furlough day shall take his/her furlough hours (generally one day at a time) at another time, mutually agreed upon between the manager and employee, during that fiscal year, no later than June 1st of each year of the agreement.

No General Leave, compensatory time, or any other type of leave may be used to offset furlough time.

It is the parties understanding that the furlough program will not affect the following benefits: pay rate for CalPERS retirement benefits purposes (although EPMC as special compensation may be affected); City service credit; leave accrual; cash-out of leave; lump sum payments; short and long-term disability benefits; and life insurance benefits.

The City and the Unit agree to meet and confer upon all details of the implementation of the mandatory unpaid furlough.

## 2. Pay Reduction for Four Unpaid Furlough Days.

For FY 2009-10, each employee in the Unit will have their regular salary reduced by the salary equivalent of four (4) furlough days (32 hours) which shall be deducted over twenty pay periods beginning September 18, 2009, based upon the employee's salary as of September 4, 2009. For FY 2010-11 the employee's salary equivalent of four (4) furlough days (32 hours) shall be deducted over twenty-six pay periods, based upon the employee's salary as of September 4, 2009. The employee's pay rate will remain the same.

The amount deducted in each fiscal year will not change if an employee's pay rate changes as a result of a step increase. However, the deduction will be subject to change as a result of other personnel-related changes during the fiscal year, e.g. promotion, reclassification, or change from full-time to part-time status.

An employee who is on an approved unpaid leave of absence, for a minimum of one full pay period, will not participate in the furlough pay deductions during the duration of the unpaid leave. Upon return to paid status, the employee's furlough pay deductions will resume. In addition, Human Resources will review the employee's payroll and furlough records and if it is determined that the employee's pay deductions will exceed the furlough hours taken for that fiscal year, the employee will be granted prorated furlough hours to be taken (generally one day at a time) at another time mutually agreed upon between the manager and employee, preferably during that fiscal year.

An employee who leaves employment with the City, having taken more furlough hours than salary has been deducted for those furlough hours will repay the difference to the City. An employee who leaves employment with the City having paid for more furlough hours than have been taken, will be compensated by the City for the furlough hours not taken but “paid for” in the employee’s final pay check.

## **2. MAINTENANCE OF BENEFITS**

Except where explicitly stated to the contrary, the benefits set forth in this section shall be provided to full-time (regular) Unit employees only.

A. Disability Insurance Plan. The City will maintain, and assume any premium increases in the disability insurance program for full-time employees. The maximum monthly benefit shall be equal to two-thirds (2/3) of the employee's monthly salary as of the date of the disability.

Employees will be required to exhaust all but forty (40) hours (total) of any type of accrued leave and satisfy a thirty (30) calendar day waiting period from the date of disability before being eligible for benefits.

B. Life Insurance. The City will maintain and assume any premium increases in the term life insurance program. The life insurance benefit for full-time Unit employees shall be two (2) times the employee's annual base salary at the time of the employee's death up to a maximum benefit of eighty-six thousand dollars (\$86,000).

C. Dental Insurance. During the effective term of this agreement, the City shall continue to maintain coverage under its dental plan for eligible full-time Unit employees. The plan shall require employees to be responsible for the first \$50.00 of covered fees for each covered dependent in each calendar year up to an aggregate maximum deductible of \$150.00 per family in each calendar year. The maximum annual benefit shall be \$1,500 per eligible employee and their eligible dependents in each calendar year.

### D. City Contributions for Medical Insurance.

#### 1. Medical Insurance Plans.

The City shall offer the Kaiser Permanente Traditional Plan (Trad HMO, \$20 OV, \$10/\$20 Rx), (“Kaiser HMO Plan”), the Blue Shield Access+ HMO (\$10 OV, \$10/\$20 Rx), and the Blue Shield Spectrum PPO as employee medical insurance options for eligible Unit employees. In the event that a currently offered plan becomes unavailable during the term of this agreement, the City shall endeavor to find a comparable replacement plan.

The parties agree to amend the City’s contract with Blue Shield for calendar year 2010 to provide a Blue Shield HMO Plan that is as similar as possible to the Kaiser HMO Plan for the purpose of reducing premiums.

2. Employee Cost Sharing.

Effective September 18, 2009, (for medical coverage effective November 1, 2009), in recognition of the employer costs of providing health care, all full-time Unit employees enrolled in single-party, two-party, or family medical coverage under any City medical insurance plan shall contribute one (1) percent of actual gross regular earnings (exclusive of overtime, special assignment pay, etc.) on a pre-tax basis to the City via bi-weekly payroll deduction.

Additional pre-tax employee premium contributions may be required if an employee elects a plan with a higher premium than the Kaiser HMO Plan (currently the Blue Shield HMO and PPO plans), as described in Subsections 3 and 4 below.

3. City Contributions for Employees Appointed to Regular Full-Time Status Prior to June 7, 1993.

During the effective term of this agreement, the City shall modify (if necessary) the amount it pays toward the cost of City-offered medical insurance plans for all eligible full-time Unit employees appointed to regular full-time status prior to June 7, 1993, to an amount equal to the family rate of the Kaiser Permanente Traditional Plan in effect at that time, subject to employee cost-sharing as provided in Subsection 2 above (“Employee Cost-Sharing”).

Additional pre-tax employee premium contributions will be required if an employee is enrolled in a plan with a higher premium for the employee’s required coverage level than the Kaiser HMO Plan family premium in effect at that time.

4. City Contributions for Employees Appointed to Regular Full-Time Status on or after June 7, 1993.

During the effective period of this agreement, eligible full-time Unit employees appointed to regular full-time status on or after June 7, 1993, shall receive City contributions toward medical insurance premium payments, subject to employee cost-sharing as provided in Section 2(D)(2) above (“Employee Cost-Sharing”), according to the following schedule:

a. For each employee enrolling in single-party coverage under any City medical insurance plan, the City shall contribute an amount equal to the Kaiser Traditional Plan single-party rate in effect at that time.

b. For each employee enrolling in two-party coverage under any City medical insurance plan, the City shall contribute an amount equal to the Kaiser Traditional Plan two-party rate in effect at that time.

c. For each employee enrolling in family coverage under any City medical insurance plan, the City shall contribute an amount equal to the Kaiser Traditional Plan family rate in effect at that time.

Additional pre-tax employee premium contributions will be required if an employee is enrolled in a plan with a higher premium than the Kaiser HMO Plan (currently the Blue Shield HMO and PPO Plans) for the employee's required coverage level.

5. Redirect Health Plan Premium.

Effective until September 17, 2009, (in-lieu of medical coverage effective through October 31, 2009), eligible full-time Unit employees shall be allowed to redirect the value of single-party coverage under the Kaiser Traditional Plan in effect at that time to the ICMA 457 Deferred Compensation Plan.

Effective September 18, 2009, (in-lieu of medical coverage effective November 1, 2009), eligible full-time Unit employees with medical coverage outside of the City may waive all coverage in the City's medical insurance plans and redirect the value of seventy (70) percent of the Kaiser HMO Plan single-party rate in effect at that time to a 457 Deferred Compensation Plan.

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

6. Part-Time Employees.

- a) Effective until September 17, 2009, (for medical coverage effective through October 31, 2009), for authorized part-time employees regularly scheduled to work twenty (20) hours or more per week on a continuous basis, the City shall contribute an amount equal to one-half of the Kaiser Traditional Plan single-party rate in effect at that time towards the employee's health benefits; part-time employees showing proof of alternative medical insurance shall be eligible to redirect such medical benefits into the ICMA 457 Deferred Compensation Plan, as previously set forth in Subsection 5 above.
- b) Effective September 18, 2009, (for medical coverage effective November 1, 2009), for eligible part-time Unit employees regularly scheduled to work twenty (20) hours or more per week on a continuous basis, the City shall contribute an amount equal to one-half of the Kaiser Permanente Traditional Plan single-party rate in effect at that time toward the employee's health benefits, subject to employee cost-sharing as provided in Subsection (D)(6)(b)(i) below.
  - i. In recognition of the employer costs of providing health care, all part-time Unit employees enrolled in single-party, two-party, or family medical coverage under any City medical insurance plan shall contribute one (1) percent of actual gross regular earnings (exclusive of overtime, special assignment pay, etc.) on a pre-tax basis to the City via bi-weekly payroll deduction. In addition, all part-time Unit employees enrolled in single-party, two-party, or family medical coverage under any City medical

insurance plan shall contribute, on a pre-tax basis via payroll deduction, the remainder of the applicable plan premium in effect at that time for the coverage level elected by each part-time Unit employee.

ii. Part-time employees showing proof of alternative medical insurance shall be eligible to redirect an amount equal to 35% (one-half (1/2) of seventy (70) percent) of the Kaiser HMO Plan single-party premium rate in effect at that time to a 457 Deferred Compensation Plan. Employees will be subject to the open enrollment or qualifying events provisions of the City's health plans in the event that termination of redirected benefits and resumption of medical coverage is desired.

7. The City's contribution to the employee's health plan premium for City-provided health plans other than Kaiser shall not exceed the amount paid for Kaiser membership per this section.

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

The City will pay the full premium for this plan for all eligible employees and their eligible dependents, as defined by the plan document. During the term of this agreement, the City will maintain and assume any premium increases in the vision benefit plan. The City, however, reserves the right to provide a comparable vision benefit plan through its own self-insurance program.

F. The City may change or terminate these plans at any time following the effective period of this agreement if, in its sole discretion, such change or termination of the plans is a business necessity. A business necessity may include such occurrences as a change of carrier, benefit levels or substitution of a self-insurance program.

G. Flexible Spending Accounts. During the effective term of this agreement, eligible full and part-time Unit employees may participate in a Flexible Benefits Plan, offered by the City pursuant to Internal Revenue Code Section 125, that shall include flexible spending accounts for dependent care, health care expenses, medical premium contributions, and transit/parking.

### **3. RETIREMENT CONTRIBUTIONS: CalPERS 2%@55 Plan**

A. In recognition of the employer costs associated with PERS benefits:

Effective until the pay period ending on September 17, 2009, the parties agree that all regular full-time and part-time Unit employees shall contribute 0.75% of his/her gross salary to

PERS on a biweekly basis via payroll deduction. The City shall pay 6.25% in Employer Paid Member Contributions (“EPMC”) to PERS on each Unit employee’s behalf.

Effective with the pay period beginning on September 18, 2009, all Unit employees shall contribute 1.25% of each employee’s gross salary as employee member contributions to PERS on a bi-weekly basis via payroll deduction. The City shall contribute 5.75% in Employer Paid Member Contributions to PERS on each Unit employee’s behalf.

Effective with the pay period beginning on July 9, 2010, all Unit employees shall contribute 1.75% of each employee’s gross salary as employee member contributions to PERS on a bi-weekly basis via payroll deduction. The City shall contribute 5.25% in Employer Paid Member Contributions to PERS on each Unit employee’s behalf.

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

**B. Retirement Plan Tax Reporting Method.**

1. Subject to the requirements of this subsection, the City shall continue Internal Revenue Code Section 414(h)(2) tax reporting for the employee member contributions “picked-up” by the City, and shall comply with the reporting procedures set forth in City Council Resolution 00-60. This tax reporting method provides that those employee contributions made for the purpose of defraying employer benefits costs may be treated as employer contributions for federal and state tax purposes and will be made on a pre-tax basis.

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

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

**4. EMPLOYER-PAID MEMBER CONTRIBUTION (EPMC)**

A. The City agrees to continue use of a modified compensation reporting method with PERS for all full-time and part-time Unit employees, pursuant to Government Code



§20636(c)(4), such that the value of Employer Paid Member Contributions (EPMC) made by the City on behalf of Unit employees pursuant to Government Code §20691, will be reported to PERS as additional employee compensation.

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

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

## **5. DEFERRED COMPENSATION**

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

## **6. RETIREMENT HEALTH SAVINGS (RHS) PLAN**

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

2. The Retirement Health Savings Plan is the following. For all Unit employees who complete fifteen years of regular, full-time service with the City, the City shall contribute \$75.00 monthly to a Retirement Health Savings Plan. These contributions will be made for each complete calendar month of an employee's active City service; except that employees on authorized unpaid leave from City employment while assigned to active military duty shall received monthly contributions during the period of such leave. Additionally, these contributions will begin with the employee's sixteenth year of regular, full-time service with the City and shall continue through the employee's twenty-fifth year of service. Effective as soon as permitted by the Plan administrator, but no later than October 1, 2009, all plan contributions

made by the City on behalf of active Unit employees are 100% vested. No plan contributions shall be made following an employee's separation from City service.

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

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

## **7. DEFINED CONTRIBUTION BENEFITS**

1. Through the pay period ending on September 17, 2009, the City shall contribute an amount equal to 2% of salary toward a defined contribution Money Purchase Plan for eligible full-time and part-time Unit employees.

2. Effective with the pay period beginning on September 18, 2009, City contributions to a 401(a) plan will be eliminated during the remaining effective term of this agreement. The City will consider resuming contributions to the 401(a) plan at a future time. To this end, and no later than January 30, 2011, the City agrees to meet with the Unit to discuss the City's budget, revenues, and comparable agency retirement formulas prior to the beginning of bargaining a successor MOU.

## **8. CALIFORNIA GOVERNMENT VEBA**

At the request of the Unit, the City has researched the California Government VEBA Trust ("CALGOVEBA") for the purpose of employee voluntary contributions. The City is interested in pursuing the new CALGOVEBA plan, but is concerned that the IRS will continue to make substantial changes to the plan, based upon initial research by the City. Therefore, the City agrees to monitor the plan and will re-evaluate when the Trust receives a Private Letter Ruling from the IRS. The City and the Unit agree to meet and confer about the implications of plan administration and implementation. If after meeting and conferring, the City determines that the plan is unreasonable to administer, or too costly, the City is not obligated to offer the plan.

## **C. LEAVES**

### **1. GENERAL LEAVE PLAN**

Unit employees shall have leave benefits as described by the General Leave Plan, Exhibit 2 of this Agreement, attached hereto and incorporated herein by this reference, and the provisions of Chapters 8 and 9 and Section 1002 of the Personnel Rules shall not apply to these employees. For purposes of this Agreement, all references in the General Leave Plan to days shall mean eight (8) hour days.

### **2. BEREAVEMENT LEAVE**

A Unit employee, who has a sick leave bank, may be granted by the Department Director up to three (3) days of leave charged to sick bank leave in the event of the death of an immediate family member. Immediate family member for bereavement purposes is defined as the employee's spouse or domestic partner and the following relatives of the employee or his/her spouse or domestic partner: children; parents; brothers or sisters; brothers-in-law or sisters in-law; grandparents; and grandchildren.

In addition, a Unit employee may be granted an additional two (2) days off work with the prior approval of the Department Director if extensive travel is required. Such leave shall be charged to General Leave - Medical.

For purposes of this section, a day shall be defined as eight (8) hours.

For a Unit employee who does not have a sick leave bank, no bereavement leave is available. However, provisions of the General Leave Plan shall apply in the event of a death in the employee's immediate family.

### **3. HOLIDAYS**

The following days shall be recognized as municipal holidays for pay purposes:

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

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

Any employee eligible for holiday benefits who is required to work on a day designated as a holiday under the provisions of these rules or such other day as authorized by the City, shall be paid at the straight time rate for the first eight (8) hours of work or regularly scheduled work day on said day and, in addition, shall receive pay at time and one-half of the straight time rate in lieu of time off for said holiday. Hours worked in excess of eight (8) or regularly scheduled workday on such days shall be considered as overtime and shall be compensated for under the appropriate overtime pay provisions.

Part-time employees who occupy authorized half-time or three-quarter time positions and are scheduled to work 20 hours or more per week on a continuous basis shall receive prorated holiday pay for each recognized municipal holiday set forth in City Personnel Rules, as follows: half-time employees shall receive 4 hours holiday pay; three-quarter time employees shall receive 6 hours holiday pay.

#### **4. ABSENCE WITHOUT LEAVE**

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

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

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

## **D. POLICIES**

### **1. SELECTION PROCEDURES**

The parties hereto agree that whenever the Personnel Officer determines that the filling of a vacancy shall be accomplished by the administering of a competitive exam, for which any regular employee may compete, the Personnel Officer shall submit an invitational letter to candidates, including in-house candidates, which identifies a description of subject areas or topics to be tested and a list of resources which may assist the candidate in preparation for the exam.

### **2. PART-TIME EMPLOYEES' ELIGIBILITY FOR FULL-TIME EMPLOYMENT**

It is the City's intent to consider the appointment of part-time employees to full-time regular positions, whenever those employees have demonstrated the qualifications necessary for a full-time position.

Applicants for part-time positions shall take an examination pursuant to the procedures set forth in Chapter 5 of the Personnel Rules to determine eligibility for part-time status and further to determine eligibility for full-time status. Part-time employees appointed from City eligible lists may be considered for full-time employment in the same classification subject to Department Director approval.

Current part-time employees who wish to be considered for full-time status must, at some time during their tenure, take an eligibility examination to qualify for full-time status. These employees may then be considered for full-time employment in the same classification subject to Department Director approval.

Probation requirements set forth in Chapter 7 of the Personnel Rules and Regulations shall apply to all unit part-time employees.

Part-time employees who have completed the probationary period and who achieve full time status will not be required to complete a second probationary period.

### **3. LAYOFF PROCEDURE**

A. Definition. Layoff shall mean a termination of employment resulting from changes in duties or organization, abolition of position, shortage of work or funds or reorganization.

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

C. Order of Layoff. In each classification in which a layoff is to occur, employees shall be laid off in the following order:

1. All temporary employees
2. All probationary employees
3. All limited duration employees
4. All part-time employees
5. Regular employees in the order specified in Section D

D. Order of Layoff of Regular Employees. In any case in which there are two or more regular employees in a classification from which a layoff is to be made, the order of layoff shall be that the regular employee with the least seniority shall be laid off first, subject to the following conditions: In computing seniority, thirty-six (36) months' seniority shall be deducted from any employee who has been given an "unacceptable" performance evaluation on any annual evaluation done within 18 months of the date the notice of layoff is given; and thirty-six (36) months' seniority shall be deducted for any disciplinary action resulting in a suspension of more than five days, and sustained if appealed, within 18 months of the date the notice of layoff is given.

E. Seniority. For the purpose of this Article, seniority includes all periods of regular and probationary service at or above the classification level where layoff or displacement is to occur. Part-time service shall be counted toward seniority in the proportion that the employee's scheduled hours bear to the normal workweek for the position.

F. Displacement. After receiving a layoff notice under Paragraphs B and D, an employee affected by layoff shall have the right to displace an employee in any department in a lower classification in which the displacing employee once held regular status.

G. Request for Displacement and Determination of Salary. In order to displace to a former classification, an employee must request such action in writing to the Personnel Office within five working days of receipt of notice of layoff. Employees returning to a former classification shall be placed at a salary step commensurate with the employee's qualifications, education and experience. In no case shall the salary be increased above that received by the employee in the class from which the employee was laid off.

H. Reemployment Rights. The names of persons laid off or displaced in accordance with these rules shall be entered upon a reemployment list in the inverse order in which laid off. Lists from different times for the same classification shall be combined into a single list. Appointments from such lists shall be made when a vacancy arises in the same classification and department provided the employee held regular status before selection is made from an eligible list. If there are no such employees available for reemployment, a department shall appoint the

next qualified employee on the reemployment list who previously held regular status in that classification.

I. Duration of Reemployment List. Names of persons laid off shall be carried on a reemployment list for twenty-four (24) months, except that persons appointed to regular positions of the same classification and status as that from which laid off shall, upon such appointment, be dropped from the list. Persons re-employed in a lower classification or on a temporary or part-time basis shall be continued on the list for the higher regular position. Any person rejecting an offer of employment to a regular position of the same classification and status shall be dropped from the list. Any person who does not respond within ten working days to a letter offering such employment shall be dropped from the list, unless a good and sufficient reason is given.

#### **4. DISCIPLINARY PROCEDURES**

Disciplinary action shall be taken according to the following procedures.

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

a. The City shall give the employee written notice of the proposed disciplinary action, which shall include the reasons for the proposed action and the dates on which it will be effective. The notice shall also advise the employee of his/her right to have a WCEA representative present during this pre-disciplinary meeting.

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

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

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

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

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

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

a. Official Disciplinary action consisting of official reprimand or suspension of five days or fewer. A regular employee dissatisfied with any disciplinary action imposed may appeal such action to the City Manager. An appeal must be filed with the City Manager, with a copy to the Personnel Office and the Department Director, within ten (10) calendar days after written notice of the imposition of discipline. The appeal shall state specifically the issues in controversy and the facts upon which the issues are based. Within ten (10) calendar days of receiving the appeal, the City Manager shall conduct an informal hearing on the matter. The decision of the City Manager shall be final in matters of discipline up to suspension of five (5) days. For matters involving discipline greater than suspension for five (5) days, the decision of the City Manager shall be subject to appeal as provided below.

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

### 3. Miscellaneous Provisions

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

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

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

d. Such representatives, the employee or employees raising the grievance and any employee requested to be present pursuant to paragraph 3-a of this section shall be entitled to release time for the purpose of attending meetings with City representatives if the



parties mutually agree to schedule such sessions during regular duty hours. No employee shall be entitled to compensation when attending meetings outside of regular duty hours. The above employees shall be excused from their work assignment if it does not unduly interfere with City operations, upon prior notification to the department head or designee. No employee shall leave the duty or work station or assignment without first receiving such release.

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

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

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

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

## **5. OUTSIDE EMPLOYMENT**

The City and the WCEA have met and conferred on the implementation of Personnel Rule 1701, and have agreed that unit employees shall disclose any outside employment or enterprise. A copy of such disclosure form is maintained in the office of the Personnel Officer. The form shall be submitted once annually on September 1, or within 30 days of any significant change in the employee's outside employment. New employees shall submit the form within 30 days of their date of hire.

## **6. SIDE LETTERS**

As a result of the meet and confer sessions during the 2005 negotiations, four side letters were executed between the parties. In 2009, the parties have agreed to retain one of these side letters, attached hereto as Exhibit 4.

*Signatures on following page*

**DATE:** \_\_\_\_\_

**FOR THE WALNUT CREEK EMPLOYEES' ASSOCIATION**

By: \_\_\_\_\_  
John Noble, Labor Relations Representative

By: \_\_\_\_\_  
Shawn Delaney, President

By: \_\_\_\_\_  
Jeremy Cowell, Vice-President

By: \_\_\_\_\_  
Ron Toombs, Member at Large

**FOR THE CITY OF WALNUT CREEK**

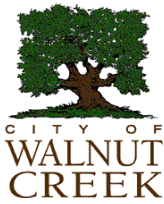
By: \_\_\_\_\_  
Gary Pokorny, City Manager

By: \_\_\_\_\_  
Lorie Tinfow, Assistant City Manager

By: \_\_\_\_\_  
Sally Rice, Assistant Director of Administrative Services

By: \_\_\_\_\_  
Kelly Guertin, Human Resources Analyst

**EXHIBIT 1: SALARY SCHEDULE**



**GENERAL EMPLOYEES UNIT SALARY SCHEDULE  
BI-WEEKLY RATES  
Effective July 1, 2009**

| <b>CLASS TITLE</b>           | <b>CLASS CODE</b> | <b>STEP A</b> | <b>STEP B</b> | <b>STEP C</b> | <b>STEP D</b> | <b>STEP E</b> |
|------------------------------|-------------------|---------------|---------------|---------------|---------------|---------------|
| Accountant I                 | H215              | 2,048.99      | 2,151.19      | 2,257.26      | 2,368.50      | 2,488.16      |
| Accounting Assistant         | H100              | 1,856.90      | 1,948.74      | 2,040.59      | 2,138.90      | 2,241.09      |
| Building Inspector           | J100              | 2,747.26      | 2,887.66      | 3,020.56      | 3,163.00      | 3,315.66      |
| Building Trades Worker       | I100              | 2,149.88      | 2,248.25      | 2,359.09      | 2,466.00      | 2,581.42      |
| Code Enforcement Officer     | J150              | 2,747.26      | 2,887.66      | 3,020.56      | 3,163.00      | 3,315.66      |
| Computer Technician          | H235              | 1,885.26      | 1,980.18      | 2,079.72      | 2,184.53      | 2,293.30      |
| Custodian                    | I110              | 1,503.69      | 1,577.28      | 1,654.70      | 1,732.12      | 1,813.39      |
| Engineering Inspector        | J115              | 2,747.26      | 2,887.66      | 3,020.56      | 3,163.00      | 3,315.66      |
| Engineering Technician I     | J120              | 2,433.77      | 2,549.59      | 2,673.48      | 2,797.37      | 2,927.85      |
| Engineering Technician II    | J130              | 2,762.18      | 2,893.40      | 3,029.75      | 3,180.76      | 3,328.10      |
| Equipment Mechanic I         | I115              | 2,224.55      | 2,331.22      | 2,437.90      | 2,551.37      | 2,676.39      |
| Equipment Mechanic II        | I120              | 2,331.22      | 2,437.90      | 2,551.37      | 2,676.39      | 2,807.52      |
| General Maintenance Worker   | I135              | 1,749.15      | 1,829.82      | 1,922.95      | 2,010.84      | 2,107.90      |
| Graphics Specialist          | H245              | 1,944.58      | 2,041.56      | 2,142.88      | 2,250.71      | 2,362.88      |
| Landscape Maintenance Worker | I205              | 1,749.15      | 1,829.82      | 1,922.95      | 2,010.84      | 2,107.90      |
| Mail Clerk                   | H115              | 1,528.46      | 1,595.04      | 1,668.85      | 1,747.74      | 1,826.62      |
| Office Assistant I           | H185              | 1,528.46      | 1,595.04      | 1,668.85      | 1,747.74      | 1,826.62      |
| Office Assistant II          | H190              | 1,699.25      | 1,781.03      | 1,859.19      | 1,949.65      | 2,039.39      |
| Office Specialist            | H105              | 1,924.32      | 2,018.40      | 2,113.21      | 2,215.97      | 2,318.74      |
| Open Space Ranger            | H220              | 2,072.49      | 2,177.42      | 2,284.98      | 2,401.72      | 2,519.77      |
| Park Maintenance Worker      | I150              | 1,936.72      | 2,030.51      | 2,127.58      | 2,229.23      | 2,334.17      |
| Permit Technician I          | H265              | 1,933.04      | 2,029.70      | 2,131.18      | 2,237.74      | 2,349.63      |
| Permit Technician II         | J155              | 2,126.62      | 2,232.95      | 2,344.60      | 2,461.83      | 2,584.92      |
| Permit Technician III/Senior | J160              | 2,339.01      | 2,455.96      | 2,578.76      | 2,707.70      | 2,843.08      |
| Program Assistant I          | H230              | 1,563.89      | 1,646.64      | 1,730.18      | 1,814.48      | 1,904.97      |
| Program Assistant II         | H210              | 1,722.44      | 1,811.39      | 1,902.65      | 1,997.78      | 2,097.56      |

**GENERAL EMPLOYEES UNIT SALARY SCHEDULE**  
**BI-WEEKLY RATES**  
**Effective July 1, 2009**  
**(continued)**

| <b>CLASS TITLE</b>                | <b>CLASS CODE</b> | <b>STEP A</b> | <b>STEP B</b> | <b>STEP C</b> | <b>STEP D</b> | <b>STEP E</b> |
|-----------------------------------|-------------------|---------------|---------------|---------------|---------------|---------------|
| Program Coordinator               | H155              | 2,124.63      | 2,224.40      | 2,328.82      | 2,440.96      | 2,559.30      |
| Program Specialist                | H260              | 2,124.63      | 2,224.40      | 2,328.82      | 2,440.96      | 2,559.30      |
| Public Services Worker            | I155              | 1,489.43      | 1,557.64      | 1,632.41      | 1,707.18      | 1,793.75      |
| Reprographics Specialist          | H270              | 1,944.58      | 2,041.56      | 2,142.88      | 2,250.71      | 2,362.88      |
| Revenue Collection Coordinator    | H110              | 2,052.23      | 2,155.07      | 2,257.26      | 2,362.04      | 2,476.52      |
| Senior Building Trades Worker     | I105              | 2,364.99      | 2,473.21      | 2,595.20      | 2,712.59      | 2,839.83      |
| Senior Custodian                  | I160              | 1,865.86      | 1,960.56      | 2,058.46      | 2,162.76      | 2,272.81      |
| Senior Equipment Mechanic         | I125              | 2,551.37      | 2,676.39      | 2,807.52      | 2,942.06      | 3,088.28      |
| Senior Open Space Ranger          | H145              | 2,281.05      | 2,396.48      | 2,514.53      | 2,639.14      | 2,772.93      |
| Senior Park Maintenance Worker    | I215              | 2,064.35      | 2,167.57      | 2,275.95      | 2,389.74      | 2,509.23      |
| Senior Program Assistant          | H250              | 1,898.01      | 1,993.14      | 2,092.92      | 2,197.33      | 2,306.39      |
| Senior Street Maintenance Worker  | I165              | 2,298.70      | 2,371.97      | 2,483.63      | 2,598.07      | 2,722.29      |
| Senior Ticket Office Clerk        | H255              | 1,821.50      | 1,912.59      | 2,008.21      | 2,108.63      | 2,214.06      |
| Senior Traffic Maintenance Worker | I170              | 2,298.70      | 2,371.97      | 2,483.63      | 2,598.07      | 2,722.29      |
| Senior Traffic Signal Technician  | I200              | 2,572.94      | 2,701.59      | 2,836.66      | 2,978.50      | 3,127.43      |
| Street Maintenance Worker         | I175              | 1,936.72      | 2,030.51      | 2,127.58      | 2,229.23      | 2,334.17      |
| Street Sweeper Operator           | I180              | 2,160.37      | 2,229.23      | 2,334.17      | 2,441.73      | 2,558.47      |
| Survey Party Chief                | J135              | 3,083.26      | 3,226.21      | 3,383.08      | 3,548.76      | 3,722.49      |
| Ticket Office Clerk               | H240              | 1,677.74      | 1,759.24      | 1,836.20      | 1,924.81      | 2,012.78      |
| Traffic Maintenance Worker        | I185              | 1,936.72      | 2,030.51      | 2,127.58      | 2,229.23      | 2,334.17      |
| Traffic Signal Technician I       | I190              | 2,051.50      | 2,148.56      | 2,252.19      | 2,359.09      | 2,468.62      |
| Traffic Signal Technician II      | I195              | 2,359.09      | 2,468.62      | 2,579.46      | 2,706.69      | 2,843.11      |
| Traffic Technician                | J140              | 2,711.60      | 2,842.82      | 2,971.84      | 3,107.45      | 3,259.93      |
| Warehouse Assistant               | I210              | 1,785.88      | 1,875.73      | 1,968.86      | 2,067.24      | 2,169.55      |

**EXHIBIT 2: GENERAL LEAVE PLAN  
FOR WALNUT CREEK EMPLOYEES ASSOCIATION**

**ARTICLE I**  
Definition

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

**ARTICLE II**  
Applicability

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

**ARTICLE III**  
General Leave Credits

1. Eligible regular full-time employees shall be entitled to the following annual accrual equivalent to an eight-hour workday.

| <u>Years of<br/>Completed Service</u> | <u>Annual General<br/>Leave Accrual</u> |
|---------------------------------------|---|
| Up to 4                               | 160 working hours (20 days)             |
| 5 thru 9                              | 184 working hours (23 days)             |
| 10 thru 14                            | 208 working hours (26 days)             |
| 15 or more                            | 224 working hours (28 days)             |

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

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

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

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

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

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

#### **ARTICLE IV** General Leave Implementation

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

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

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

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

## ARTICLE V General Leave Usage

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

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

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

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

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

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

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

7. On-the-job Injury (OJI): An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act shall be entitled to an industrial leave as follows:

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

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

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

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

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

10. General Leave Advance: The City Manager may advance up to ten (10) days of general leave. Should an employee take general leave in excess of his/her accrual and subsequently terminate, the City shall deduct from his/her final paycheck an amount equal to the unaccrued general leave that was used.

11. Use of Sick Leave: Only employees who have unused sick leave credits



earned under the City's sick leave plan shall be eligible to establish a sick leave bank as provided by Article IV of this Plan. Credits in a sick leave bank may be used if one of the following conditions apply.

(a) With the approval of the Department Director, an employee absent due to his/her illness or injury for more than eight (8) cumulative days during any calendar year may use unused sick leave balances for absences due to further illness or injuries prior to using further general leave. If a continuous absence spans two (2) consecutive calendar years, previously approved use of sick leave bank days may continue without additional use of general leave for the duration of the leave or until sick leave bank is exhausted.

(b) With the approval of the Department Director, an employee who has exhausted all general leave credits may use any unused sick leave bank credits for valid medical reasons.

(c) Subject to becoming eligible to use sick leave by meeting the criteria of (11)(a) or (11)(b) above, an employee may use sick leave to attend to a family member as follows:

Family Member Illness. Subject to the conditions and restrictions on an employee's use of medical leave, and the provisions of this Article, an employee may use general leave or sick leave to attend to an illness of his/her child, parent, spouse, or domestic partner. In any calendar year, an employee may utilize his/her accrued and available general leave or sick leave bank in an amount not more than the general leave that would be accrued during six months at the employee's then current rate of leave accrual.

## ARTICLE VI General Leave Conversion

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

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

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

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

## **ARTICLE VII**

### **General Leave at Termination**

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

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

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

## **ARTICLE VIII**

### **Holidays During General Leave**

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

## **ARTICLE IX**

### **Effect of Extended Military Leave**

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

### **EXHIBIT 3: HISTORICAL SALARY ADJUSTMENT METHODOLOGY**

Historically, labor agreements between the City and the Unit included methodology, as set forth below, for determining and applying periodic Consumer Price Index-based salary increases and market adjustments, if any. As there are no Consumer Price Index-based salary increases or market adjustments provided in this agreement, as set forth in Section B(1)(B), this methodology shall not apply during the term of this agreement. The parties agree that while no changes in the historic methodology were negotiated in this contract, any future CPI or market adjustments will not automatically apply.

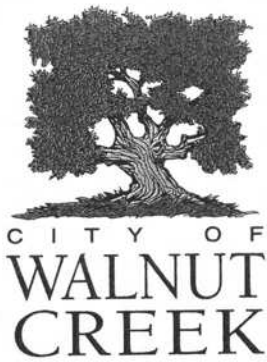
1. Consumer Price Index-Based Adjustments.

The salaries in effect for Unit classifications are increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items for All Urban Consumers, San Francisco-Oakland-San Jose SMSA, published by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month period ending in February of the year of the scheduled Consumer Price Index-based adjustment.

2. Market Adjustments.

a. In addition, the City makes market adjustments, if any, to salaries as determined by the City's review of labor market salaries in effect on March 1 of the year of the scheduled market adjustment and consistent with methods historically used by the City to make such adjustments and as set forth in Subsection b below.

b. Market adjustments are made based upon a salary survey for selected Unit classifications at established labor market agencies, as used as the basis for making prior market adjustments and as on file in the office of the Human Resources Manager. It is the City's intent to establish and maintain Unit salaries at the third quarter point market position as determined according to the City's currently established methodology as on file in the office of the Human Resources Manager. Market adjustments shall not be compounded with the CPI-based salary increase described in Section 1 above; instead, the market adjustment (if any) and the CPI-based salary increase are added together and then applied to the base salary rate for Unit salary rates then in effect. In no event are the combined CPI-based salary adjustment and market adjustments greater than 7.0% in any single year.



**EXHIBIT 4**

July 13, 2005

Mr. Russ Fletcher, President  
Mr. Ron Toombs, Member at Large  
Mr. Shawn Delaney, Member at Large  
Walnut Creek Employees Association

Re: Certifications and Licenses

Dear Messrs. Fletcher, Toombs and Delaney:

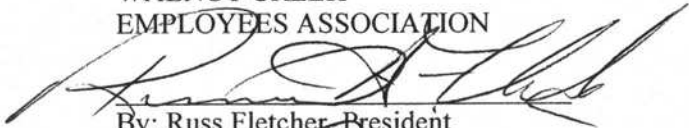
The purpose of this letter is to affirm the City's continuing commitment to its current practice of reimbursing employees for certain expenses associated with the acquisition and maintenance of selected licenses and certifications related to City employment. Specifically, it is the City's intent to continue its practice of reimbursing Unit employees for the acquisition and maintenance of those licenses and certifications issued by the state or other recognized agencies, which are required as a condition of continuing City employment in particular occupations (with the exception of standard Class C driver's licenses, for which no City reimbursement is provided).

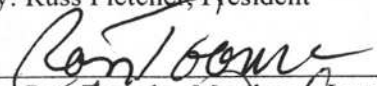
Further, it is the City's intent to continue its practice of reimbursing employees for acquisition and maintenance of licenses and certifications that are not a job requirement but are voluntarily pursued by employees at City request and, in the City's sole discretion, will benefit the City such that the reimbursement of such expenses is a justified and appropriate public expense.

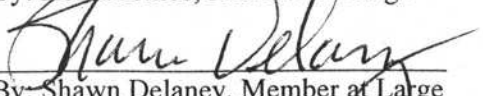
It is acknowledged that, in the City's view, these practices have proven to be a successful part of the City's overall strategy to function in a manner that promotes both operational efficiency and employee growth and development.

Dated this 13 day of July, 2005.


WALNUT CREEK  
EMPLOYEES ASSOCIATION

  
By: Russ Fletcher, President

  
By: Ron Toombs, Member at Large

  
By: Shawn Delaney, Member at Large

CITY OF WALNUT CREEK

  
By: Carol O. Swindell