

**CITY OF WALNUT CREEK
RESOLUTION NO. 07-29**

**A RESOLUTION OF THE CITY OF WALNUT CREEK
ADOPTING THAT MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WALNUT CREEK AND THE WALNUT CREEK
POLICE ASSOCIATION DATED SEPTEMBER 7, 2007**

WHEREAS, the City Council has designated the City Manager as the City of Walnut Creek's representative to meet and confer in good faith with the representatives of the Walnut Creek Police Association; and

WHEREAS, pursuant to the provisions of the Meyers-Milius-Brown Act (Government Code Section 3500, et seq.) the City Manager or his designee has met and conferred in good faith with the representatives of the Walnut Creek Police Association on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representative of the City and the Association have reached agreement and have jointly prepared a written Memorandum of Understanding dated September 7, 2007, (the "MOU", a copy of which is attached to this Resolution and marked Exhibit "A" and incorporated herein by this reference); and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Walnut Creek:

Section 1. Adoption.

The MOU is hereby adopted. The City Manager is hereby authorized to execute the MOU and to take such further actions as may be necessary to implement the MOU.

Section 2. Repealer.

Resolutions No. 02-71 and 04-21 are hereby repealed.

Section 3. Effective Date.

This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Walnut Creek at a regular meeting thereof held on the 18th day of September 2007, by the following called vote:

AYES:	Councilmembers:	Abrams, Silva, Skrel, Regalia, Mayor Rainey
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None

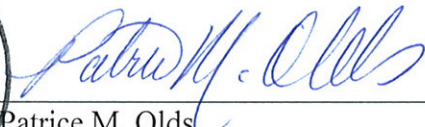
/s/ Susan Rainey
Mayor of the City of Walnut Creek

Attest:

/s/ Patrice M. Olds
City Clerk of the City of Walnut Creek

I HEREBY CERTIFY the foregoing to be a true and correct copy of Resolution No. 07-29, duly passed and adopted by the City Council of Walnut Creek, County of Contra Costa, State of California, at a regular meeting of said Council held on the 18th day of September 2007.





Patrice M. Olds
City Clerk of the City of Walnut Creek

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF WALNUT CREEK AND THE
WALNUT CREEK POLICE ASSOCIATION**

September 18, 2007 to August 1, 2012

This memorandum of understanding (“Agreement”) is entered into by and between the Walnut Creek Police Association (“WCPA”) and the City of Walnut Creek (“City”). The WCPA and the City hereby agree as follows:

COMPENSATION AND OVERTIME

Section 1. Salaries.

A. Effective September 7, 2007, the bi-weekly salary range for the classification of Police Officer shall be as follows:

	A	B	C	D	E
Police Officer	\$2716.82	\$2855.45	\$2999.56	\$3145.03	\$3300.81

B. 2008 Salary Adjustment

1. Effective September 5, 2008, the salaries in effect for the classification of Police Officer, as set forth in Subsection A above, shall be 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 June 2008.

2. In addition, the City shall make market adjustments, if any, to salaries effective September 5, 2008, as determined by the City's review of labor market salaries in effect on July 15, 2008 consistent with the method set forth in Subsection F below. In no event shall the combined CPI-based salary adjustment and market adjustment (if any) be greater than 9.5%.

C. 2009 Salary Adjustment

1. Effective September 4, 2009, the salaries in effect for the classification of Police Officer shall be 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 June 2009.

2. In addition, the City shall make market adjustments, if any, to salaries effective September 4, 2009, as determined by the City's review of labor market salaries in effect on July 15, 2009 consistent with the method set forth in Subsection F below. In no event

shall the combined CPI-based salary adjustment and market adjustment (if any) be greater than 9%.

D. 2010 Salary Adjustment

1. Effective September 3, 2010, the salaries in effect for the classification of Police Officer shall be 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 June 2010.

2. In addition, the City shall make market adjustments, if any, to salaries effective September 3, 2010, as determined by the City's review of labor market salaries in effect on July 15, 2010 consistent with the method set forth in Subsection F below. In no event shall the combined CPI-based salary adjustment and market adjustment (if any) be greater than 8.5%.

E. 2011 Salary Adjustment

1. Effective September 2, 2011, the salaries in effect for the classification of Police Officer shall be 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 June 2011.

2. In addition, the City shall make market adjustments, if any, to salaries effective September 2, 2011, as determined by the City's review of labor market salaries in effect on July 15, 2011 consistent with the method set forth in Subsection F below. In no event shall the combined CPI-based salary adjustment and market adjustment (if any) be greater than 8% in this or subsequent years.

F. Market adjustments shall be made based upon a salary survey of currently established labor market agencies (the "Established Labor Market Agencies"), used as the basis for making market adjustments in 2007 for the classification of Police Officer. It is the City's intent to maintain Police Officer salaries at the third quarter point market position as determined according to the City's currently established methodology; it is explicitly understood that said methodology shall reflect employer payment of 9% PERS normal contributions on employees' behalf, for the purpose of labor market salary comparison in determining market adjustments. Market adjustments shall not be compounded with the CPI-based salary increase described in this Section; instead, the market adjustment (if any) and the CPI-based salary increase shall be added together and then applied to the base salary rate for Police Officer then in effect. The foregoing 2007 survey and established methodology are on file in the Human Resources Office.

Section 2. Educational Incentive Pay.

Effective September 21, 2007, educational incentive pay of \$219.00 shall be paid bi-weekly to Police Officers who possess a baccalaureate degree or P.O.S.T. Advanced Certificate.

For newly eligible Police Officers, Educational Incentive Pay shall commence with the first complete pay period concurrent with or immediately following the date the awarding institution or issuing agency dates the degree or certificate.

The City shall review educational incentive pay in the Established Labor Market Agencies in effect on July 15 of 2008, 2009, 2010 and 2011. Based on this review and consistent with methods historically used by the City to make periodic adjustments to the educational incentive pay rate, the City shall make an adjustment, if any, to the educational incentive pay amount effective with the first pay period beginning in September following the survey date. The City's intent is to maintain the educational incentive pay amount at a level generally equivalent to the market average (arithmetic mean) of educational incentive pay amounts paid by the Established Labor Market Agencies.

Section 3. Master Officer Program.

Effective September 7, 2007, the City shall provide Master Officer Pay to eligible employees in the amounts of:

- A) Senior Officer – 3%
- B) Master Officer I – 6%
- C) Master Officer II – 9%

All terms and conditions of, and appointments to and removals from, the Master Officer program shall be determined by the Chief of Police as designated in the Master Officer Program Departmental Directive, which is subject to amendment from time to time. Officers participating in the Master Officer Program acknowledge, as does the WCPA, that loss of eligibility from this Program is not a disciplinary act and is not subject to appeal under the City's Personnel Rules. All officers entering the program will sign a waiver of appeal rights resulting from loss of eligibility as outlined in the Master Officer Program Departmental Directive.

Section 4. Shift Differential.

Effective with the first shift change in 2008, Police Officers who work the graveyard shifts (currently shifts C or F), shall receive additional compensation at two-and-one-half percent (2.5%) of base salary for all graveyard hours worked.

Effective with the first shift change in 2010, Police Officers who work the graveyard shall receive additional compensation at five percent (5.0%) of base salary for all graveyard hours worked, in lieu of the 2.5% stipulated above.

It is explicitly understood that shift differential pay does not apply to a Police Officer working the swing shift who works overtime hours which overlap with the graveyard shift.

Section 5. Holiday Pay.

Effective September 1, 2007, in lieu of all holidays authorized or observed by the City, Police Officers shall receive holiday-in-lieu pay (hereinafter "in lieu pay"). In-lieu pay shall be paid at the hourly straight-time rate of pay in effect for such employee at the time payment is issued; and shall be paid bi-weekly in conjunction with the City's regular pay period in an amount equal to 4.62 hours. All unused Holiday Bank hours granted under previous MOUs which are unused as of the last payday in January 2008 shall be paid to the employee on the first payday in February 2008.

Section 6. Uniform Allowance.

A. *Uniform Allowance Amount.* Effective August 1, 2007, beginning with the second year of employment, the City will pay an annual uniform allowance of \$922 to Police Officers. A pro rata share of this amount will be paid bi-weekly as part of the City's normal payroll processing or allocated to the voucher program. (Note: 50% shall be by check and 50% shall be by voucher OR 100% shall be by voucher, as elected each January by the individual employee.) Personnel assigned to the Investigations Bureau may expend the voucher portion for appropriate items according to their assignment and as approved by the Bureau Commander.

The City shall review uniform allowance amounts in the Established Labor Market Agencies in effect on July 15 of 2008, 2009, 2010, and 2011. Based on this review and consistent with methods historically used by the City to make periodic adjustments to the uniform allowance amount, the City shall make an adjustment, if any, to the annual uniform allowance amount effective on the first pay period beginning in September following the survey date. The City's intent is to maintain the uniform allowance amount at a level generally equivalent to the market average (arithmetic mean) of uniform allowance amounts paid by the City's Established Labor Market Agencies.

B. *Tax Reporting of Uniform Allowance Payment.* Payments shall be reported as taxable income unless the member elects to either (1) receive the entire uniform allowance in voucher form or (2) complete a form annually certifying that the uniform allowance was actually used for uniform expenses.

Section 7. Compensatory Time Off.

Police Officers will be allowed to accumulate compensatory time off to a maximum rate of sixty (60) hours; provided, however, that the WCPA recognizes that changes in the granting and

accumulation of compensatory time off may be legally required to implement the terms of the Fair Labor Standards Act.

Section 8. Special Assignments.

A) The provisions of this section are effective September 21, 2007.

B) Police Officers assigned to the Motors Unit, Investigations Bureau, or Community Policing Team, or designated as a Field Training Officer, are eligible to receive Assignment Overtime. An Officer may only earn one Assignment Overtime during any given pay period.

C) While in such assignments, Police Officers are eligible for 2.67 hours of Assignment Overtime at time and one-half of base pay per pay period.

D) It is mutually agreed that these assignments are received and held at the sole discretion of the City. No Officer has any property right to such assignment. Officers in such assignments acknowledge, as does the WCPA, that officers may be transferred or re-assigned from their assignments on a non-punitive basis and that they have no right to appeal such transfer or reassignment. Officers will sign a waiver of any appeal rights resulting from a non-punitive removal of an assignment as a condition of receiving the assignment.

E) Designations of Field Training Officer may only commence at the beginning of a pay period.

BENEFITS

Section 9. Medical Insurance.

A. *City Contributions for Employees Hired Before June 16, 1993.* The City shall contribute on behalf of each Police Officer an amount toward health insurance premiums equal to the city's Kaiser premium (in effect at the time) for the HMO family plan. This amount may be used to pay for the Kaiser HMO premium or may be applied toward another medical insurance plan offered by the City.

B. *City Contributions for Employees Hired After June 16, 1993.* The City shall contribute on behalf of each employee an amount toward health insurance premiums as described below:

1) For each Officer enrolling in single party coverage under any City medical insurance plan the City shall contribute an amount equal to the Kaiser HMO single-party rate;

2) For each Officer enrolling in two-party coverage under any City medical insurance plan the City shall contribute an amount equal to the Kaiser HMO two-party rate;

3) For each Officer enrolling in family coverage under any City medical insurance plan the City shall contribute an amount equal to the Kaiser HMO family rate.

C. Medical Insurance Plan. During calendar year 2007, the City shall offer the Kaiser Permanente Traditional Plan (Trad HMO, \$5 OV, \$10/\$20 Rx), the Blue Shield Access+ HMO (\$10 OV, \$10/\$20 Rx), and Blue Cross Small Group Premier PPO as employee medical insurance options.

D. Medical Co-payment Increase. Effective January 1, 2008, the City shall amend its group health plan contract with Kaiser Permanente HMO to increase the office visit patient co-payment to \$20 per visit. All other provisions of the existing Kaiser Permanente HMO, Blue Shield Access+ HMO, and Blue Cross Small Group Premier PPO plans will remain the same unless changes are mandated by the insurance carrier.

E. Deferred Compensation. Eligible Police Officers shall be allowed to redirect the value of single party coverage under the Kaiser Traditional Plan in effect at that time to an ICMA Deferred Comp 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 provisions of the City's health plans in the event that termination of redirected benefits and resumption of medical coverage is desired.

F. 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.

Section 10. Dental Insurance.

The City agrees to assume the increase in premium, if any, for the dental insurance program described below.

A. During calendar year 2007, the City agrees to maintain existing dental benefits currently provided to Police Officers.

B. Effective January 1, 2008, the dental insurance program provisions shall be:

- 1) The annual per-person deductible is \$50 up to a maximum of \$150 per family.
- 2) The maximum annual benefit is \$1,500 per eligible employee and dependent each calendar year.

3) The lifetime maximum orthodontia benefit of \$2,000 will be available to all eligible employees and dependents.

Section 11. Vision Insurance.

Effective January 1, 2008, the City agrees to provide Police Officers vision benefits under the Vision Services Plan (VSP) currently provided to Miscellaneous employees. This plan currently includes a \$10 co-pay for eye exams and a \$25 co-pay for prescription glasses. The City agrees to assume the increase in premium, if any, for the vision insurance program during the term of this agreement.

Section 12. Life Insurance.

Effective January 1, 2008, the City shall provide life insurance coverage for Police Officers. The City will pay all premiums for a term life insurance program with a flat benefit of fifty thousand dollars (\$50,000).

Section 13. Long-Term Disability (L.T.D.) Benefits.

The maximum monthly benefit for Police Officers under the City's long-term disability insurance program shall be two-thirds of the Officer's monthly salary.

Prior to June 1, 2008, employees will be required to exhaust all leave balances and satisfy a 30-day waiting period before being eligible for L.T.D. benefits.

Effective June 1, 2008, employees will be required to exhaust all but 40 hours (total) of any type of paid leave and satisfy a 30-day waiting period before being eligible for benefits.

Section 14. Deferred Compensation.

Full-time Police Officers shall be eligible to participate, on a voluntary basis, 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 during a calendar year.

Section 15. Flexible Benefits.

Eligible Police Officers 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 public transportation to and from work.

Section 16. Retirement Benefits.

A. Retirement Benefit Level. The City shall maintain Public Employees' Retirement System (PERS) benefits for Police Officers based upon the 3% at 50 formula in accordance with Government Code §21362.2.

B. Retirement Contributions. The City shall continue to pay PERS the employee's normal contribution of 9% under authority granted by Government Code §20691.

C. Employee Compensation Reporting Method.

1. Employer Paid Member Contributions (EPMC). During the effective term of this agreement, and subject to the requirements of Section 16(C)(2) below, the City agrees to continue reporting of employee compensation to the Public Employees' Retirement System (PERS) pursuant to Government Code Section 20636(c)(4), such that the value of employer paid member contributions (EPMC) made by the City on Police Officers' behalf pursuant to Government Code Section 20691, is reported to PERS as additional employee compensation.

2. Should the reporting method referenced in Section 16(C)(1) above be prohibited or amended by law, regulation or administrative interpretation at any time during the effective term of this agreement, the City will comply with such prohibition or amendment and shall so notify Police Officers in writing.

For active Police Officers and former Police Officers 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 method 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 the modified compensation method set forth in Section 16(C)(1) above.

3. The City and the Association agree that the City's payment of the Officers' member contribution to PERS shall be taken into account in determining any future salary increases, and in any survey which compares the salaries of Walnut Creek Police Officers with their counterparts in other jurisdictions.

Section 17. Retiree Medical.

A. Retiree Medical Insurance Plan Option Upon Retirement.

Police Officers participating in the City’s Kaiser HMO group plan at the time of their CalPERS retirement or at the time they exhaust their COBRA benefits, and who live in a Kaiser coverage area, are eligible to participate, at their own expense, in Kaiser’s PERS retiree Plan 61. This plan is independent of the City and its eligibility requirements, benefit coverage and premiums are established at the sole discretion of Kaiser.

B. Contributions.

1) The City agrees to provide contributions for Police Officers toward a defined contribution plan (“Plan”) as defined by Section 414(i) of the Internal Revenue Code and as described in this subsection B. The intent of this Plan is for the benefits paid to be available to fully or partially defray the costs incurred by employees in participating in medical plans after retirement from the City. The Plan shall be in lieu of any other City-funded retiree medical plan and shall be subject to the following provisions:

a) Until January 25, 2008, the City shall contribute \$55 monthly to the Plan account of each Officer for each complete calendar month of the Officer’s active City service; provided that the City shall also continue to make these contributions to an Officer who is on authorized unpaid leave from City employment while assigned to active military duty during the period of such leave. These contributions and any employee contributions to this Plan vest upon deposit.

b) Effective January 25, 2008, the City shall make the following contributions to the Plan account of each Officer for each complete bi-weekly period of the Officer’s active City service; provided that the City shall also continue to make these contributions to an Officer who is on authorized unpaid leave from City employment while assigned to active military duty during the period of such leave.

Tier 1: Started law enforcement career as a sworn officer on or after July 1, 1997 or otherwise does not qualify for Tier 2

<u>Years of Service</u>	<u>Bi-weekly Contribution</u>
0-5	\$46
>5-10	\$69
>10-15	\$92
>15-20	\$115
>20-25	\$138
>25	\$162

Tier 2: Started law enforcement career as a sworn officer prior to July 1, 1997 with a minimum of five (5) years of Walnut Creek sworn service as of September 7, 2007

<u>Years of Service</u>	<u>Bi-weekly Contribution</u>
0-5	N/A
>5-10	N/A
>10-15	\$185
>15-20	\$208
>20-25	\$231
>25	\$254

c) For both Tier 1 and Tier 2 above, “Years of Service” means years of sworn service in Walnut Creek. Up to five (5) years of sworn service from other agencies may be credited.

d) In addition, beginning June 2008, those Officers qualifying for Tier 2 will earn a \$2,000 contribution on June 30th of each year they are employed as a Police Officer by the City. (Note: This is not to be construed as requiring a payment of \$2,000 multiplied by each prior year of service.) This contribution will be made on the 2nd pay date in July of each year for those officers.

e) Years of service will be calculated on a pay period basis for the purpose of determining bi-weekly contribution amounts within a given Tier.

2) Notwithstanding subsection (1), the Plan shall provide that the contribution during any year for a particular Police Officer shall be limited to the maximum annual amount permitted under Section 415 of the Internal Revenue Code.

3) All contributions made by the City on behalf of an employee toward the contribution Plan noted in Section 17 B 1 (b) and (d) shall vest only upon service or disability retirement from the City of Walnut Creek. In the event a Police Officer leaves City of Walnut Creek employment prior to retirement, any monies contributed on that employee’s behalf will revert to the City of Walnut Creek.

4) The Plan shall provide for benefits to be paid to a Police Officer after retirement based upon contributions made on behalf of such employee and shall not define a particular benefit to be paid to such Officer. 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 document.

5) 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 Section 17.B does not change.

alternately strike one name from the list until one name remains and such person shall act as the arbitrator. The next to the last name stricken shall be the alternate arbitrator to serve in the event the first arbitrator is not available. This procedure shall be followed until there is an available arbitrator. In the event that both parties cannot agree upon the appropriate arbitration body as a source for the ten (10) names within ten (10) days from the date that the appeal is filed, the ten names shall be supplied by the California State Conciliation Service.

The cost of retaining the arbitrator and the incidental expenses arising from the arbitration hearing shall be borne equally by the City and the employee organization that represents the employee's unit.”

Section 20. Court Time

Effective September 21, 2007 city Personnel Rules Section 419(b) as applied to the employees subject to this agreement shall be as set forth below:

“SECTION 419(b) Court Time

Whenever a Police Officer, in the performance of his/her duty, must be present in a court of law during a regularly scheduled work day, but outside of his/her regularly scheduled work hours, that member shall receive 3 hours overtime pay at time and one-half or overtime pay at time and one-half for the actual hours in court, whichever is greater.

Whenever a Police Officer, in the performance of his/her duty, must be present in a court of law on a regularly scheduled day off, that member shall receive 3 hours overtime pay at time and one-half, or overtime pay at time and one-half for the actual hours in court, whichever is greater.

If a Police Officer reports to court in the morning and is required to return for the same case later that same day, both the morning and afternoon appearances are considered one appearance for overtime pay described above.

If a Police Officer reports to court in the morning and is required to return for a different case later that same day, the morning and afternoon appearances are considered two separate appearances for overtime pay described above.

A Police Officer subpoenaed to appear in court on a regularly scheduled day off shall be entitled to receive 2 hours of straight time overtime pay, call-off pay, if the court appearance is canceled prior to the time specified for appearance, unless the employee is notified of the cancellation prior to the normal end of the last shift of the employee's scheduled workweek. It is the employee's responsibility to contact, by telephone or in person, the police department's designated employee at least one hour and no more than two hours before the scheduled appearance time to determine whether or not the appearance has been canceled. The three (3) hour minimum appearance rate shall only apply if the sworn employee complies with the contact requirement. If not, the two (2) hour call-off rate shall apply, if the appearance has been canceled.”

MISCELLANEOUS PROVISIONS

Section 21. Recognition.

The Walnut Creek Police Association was officially recognized by the Employee Relations Officer pursuant to Employer-Employee Relations Resolution No. 3799, as an Employee Organization on March 23, 1979, for the purpose of meeting and conferring within the scope of representation as described in the Meyers-Milias-Brown Act, as amended.

Section 22. Regulation of Outside Employment.

The City and the WCPA recognize and reaffirm the continued need to regulate the outside employment of Police Officers.

Section 23. Motorcycle Patrol Safety Equipment.

Police Officers assigned to Motorcycle Patrol duty, will be provided the following safety equipment on a onetime basis to be used at all times they are riding on motorcycle duty:

- One pair of goggles
- One pair of gloves
- One pair of boots, and
- Two pairs of trousers

Section 24. Dress Uniform Hats

The City agrees to purchase a dress uniform hat for all present Police Officers who do not already have such hat and will include dress uniform hats in future purchases of dress uniforms per department policy.

Section 24. Unit Release Time.

The City agrees to release Police Officers to attend meetings or conferences of a unit nature, provided employees use their own General Leave or Comp Time and meet the following additional conditions. The City agrees to cover any overtime costs associated with such leave as long as a reasonable amount of advance notice is given (generally a minimum of 14 days-barring exigencies) and a replacement officer agrees to work. At no time will release time cause an understaffed situation. The maximum amount of release time granted to the unit in any one year will not exceed 120 hours.

Section 25. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this agreement or any part thereof is for any reason held to be invalid or otherwise illegal, such decision shall not affect the validity of the remaining portions of this agreement or any part thereof. The parties hereby declare that they would have agreed to each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivision, paragraphs, sentences, clauses or phrases be declared invalid.

Section 26. Representation.

The undersigned represent that they are the duly authorized representatives of their respective parties, that they have met and conferred and negotiated this Agreement in good faith in accordance with the Meyers-Milias-Brown Act, and that they have jointly prepared and executed this Agreement.

Section 27. Management Rights.

The parties agree and understand that the City retains all of its powers and authority to manage its municipal services and the work force performing those services. It is further agreed that it remains the City's exclusive right to determine the methods, means and personnel by which the City's operations are to be conducted and that the City shall not be required to meet and confer on matters which are solely a function of its management rights.

Section 28. Dues.

Upon receipt of signed requests from Police Officers for WCPA membership dues deductions from their pay checks, the City agrees to make such deductions and electronically deposit such dues into the unit's checking account.

Section 29. Canine Program

The City and the WCPA agree to meet and confer on any impacts of a Canine Program established by the Walnut Creek Police Department.

Section 30. Term.

This Agreement shall become effective immediately upon its approval by the City Council and shall remain in effect until August 1, 2012, unless modified or extended by subsequent agreement or resolution. This Agreement supersedes all previous agreements between the parties regarding the matters addressed herein.

APPENDIX A- GENERAL LEAVE PLAN

GENERAL LEAVE PLAN

I. General Leave 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.

II. General Leave Applicability.

This General Leave Plan shall apply to regular full time and limited duty duration employees represented by the Walnut Creek Police Association. All reference in the General Leave Plan to days shall mean eight-hour days. This General Leave Plan replaces Chapters 8 and 9 and Section 1002 of the Personnel Rules.

III. General Leave Credits.

A. Effective September 7, 2007, eligible regular full-time employees shall be entitled to the following annual accrual equivalent to an eight-hour workday.

<u>Years of Completed Service</u>	<u>Annual General Leave Accrual</u>
0-4	160 working hours (20 days)
>4-9	184 working hours (23 days)
>9-14	208 working hours (26 days)
>14-19	224 working hours (28 days)
>19-24	232 working hours (29 days)
>24	240 working hours (30 days)

B. General Leave shall be earned in working hours on a pay period basis.

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

D. 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.

E. *General Leave During First Year.* Upon completion of six months of continuous active service following appointment, employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular, full-time employees shall be credited with eighty (80) working hours (ten days) of General Leave (part-time employees shall be credited with pro rated General Leave) and shall thereafter accrue General Leave at the rate provided in subsection (A) above.

F. *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 Section IV; or converting the credits to pay or sick leave as provided in Section V; 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 Sections III, IV, and V and solely for the purposes of this subsection, any employee may establish a sick leave bank subject to City Manager approval.

G. 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.

IV. 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:

A. *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.

B. *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.

C. 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.

D. 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.

E. 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.

F. General Leave may not be used to supplement long term disability payments.

G. 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:

Police Officer 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.

H. *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.

I. *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.

J. *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.

K. *Use of Sick Leave.* Only employees who have unused sick leave credits earned under the City's previous sick leave plan shall be eligible to establish a sick leave bank. Credits in a sick leave bank may be used if one of the following conditions apply.

1) 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.

2) With the approval of the Department Director, an employee who has exhausted all General Leave credits may use any unused sick leave credits for valid medical reasons.

3) *Family Member Illness.* Subject to becoming eligible to use sick leave by meeting the criteria of (K)(1) or (K)(2) above, an employee may use sick leave to attend to a family member as follows. Subject to the conditions and restrictions on an employee's use of medical leave, and the provisions of this Section, 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.

V. 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:

A. *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>
0-4	40
>4-9	48
>9-14	56
>14	64

B. *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.

VI. General Leave at Termination.

A. An employee with more than six months of active, continuous service 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.

B. 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.

C. 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.

VII. Effect of Extended Military Leave.

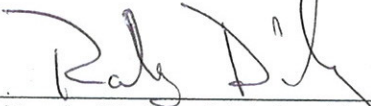
An employee who is granted a military leave of absence exceeding 180 calendar days may request payment for that part of General Leave accumulation that remains as of the date the leave commences.

DATED: 9/20/07

FOR THE WALNUT CREEK POLICE ASSOCIATION



By: _____
Dr. David Swim, Labor Consultant/Negotiator



By: _____
Randy Dickey, POA President



By: _____
Steve Rohwer, POA Negotiating Team Representative

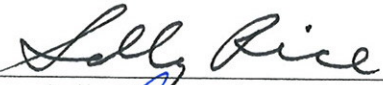
FOR THE CITY OF WALNUT CREEK



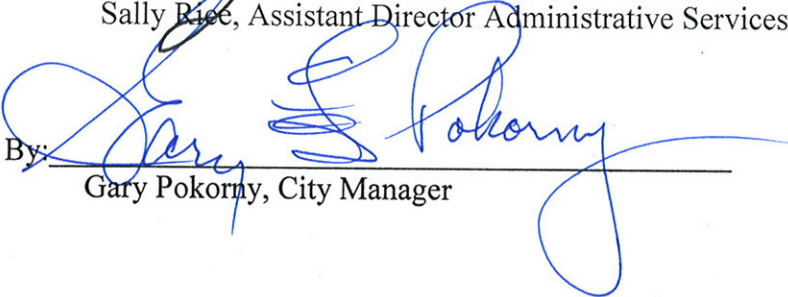
By: _____
Scott Kenley, Labor Consultant/Negotiator



By: _____
Lorie Tinfow, Assistant City Manager



By: _____
Sally Rice, Assistant Director Administrative Services



By: _____
Gary Pokorny, City Manager