

**CITY OF WALNUT CREEK
RESOLUTION NO. 05-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WALNUT CREEK
ADOPTING THAT MEMORANDUM AGREEMENT DATED JUNE 16, 2005
BETWEEN THE CITY OF WALNUT CREEK AND THE WALNUT CREEK
PROFESSIONAL EMPLOYEES' GROUP**

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 Walnut Creek Professional Employees' Group; and

WHEREAS, the City Manager's designee, the Administrative Services Director, has met with representatives of said group pursuant to Government Code Section 3500 et seq. to discuss wages, hours, and other terms and conditions of employment; and

WHEREAS, a Memorandum Agreement was reached June 16, 2005 between the City's representatives and the Walnut Creek Professional Employees' Group, a copy of which is attached hereto and marked Attachment 2 and presented to the City Council; and

WHEREAS, the City Council find that the terms and conditions set forth in the Memorandum Agreement are fair and proper, and in the best interests of the City;

NOW, THEREFORE, the City Council of the City of Walnut Creek does resolve as follows:

Section 1. The City Council hereby adopts, and agrees to take the necessary steps to implement the Memorandum Agreement between the City of Walnut Creek and the Walnut Creek Professional Employees' Group, dated June 16, 2005, and attached hereto as Attachment 2.

Section 2. To the extent that any provision of this resolution conflicts with any provision of any prior Council resolution concerning the issues determined by this resolution, the provision of the prior resolution is repealed.

Section 3. 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 21st day of June 2005, by the following called vote:

AYES: Councilmembers: Rainey, Regalia, Abrams, Hicks, Mayor Skrel

NOES: Councilmembers: None

ABSENT: Councilmembers: None

/s/ Gary Skrel
Mayor of the City of Walnut Creek

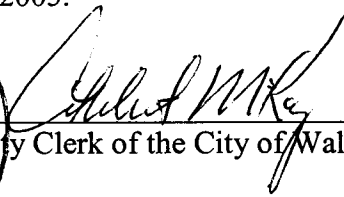
Attest:

/s/ Cathleen A. McKay

City Clerk of the City of Walnut Creek

I HEREBY CERTIFY that the foregoing resolution was duly and regularly 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 21st day of June 2005.





City Clerk of the City of Walnut Creek

**MEMORANDUM AGREEMENT
BETWEEN THE CITY OF WALNUT CREEK AND
THE WALNUT CREEK PROFESSIONAL EMPLOYEES' GROUP**

We, the undersigned, duly appointed representatives of the City of Walnut Creek and of the Walnut Creek Professional Employees' Group, having met and conferred in good faith, do hereby jointly prepare and execute the following Memorandum Agreement.

It is understood that the proposed provisions herein set forth supersede the previous Memorandum of Understanding for employees in the Professional Employees' Group and shall include the following classifications: Accountant II; Architect; Assistant Engineer; Associate Civil Engineer; Associate Planner; Community Arts Coordinator; Information Systems Analyst I, II and III; Junior Civil Engineer; Landscape Architect; Plan Check Engineer; Senior Planner; and Transportation Specialist.

I. RECOGNITION

The Walnut Creek Professional Employees' Group was officially recognized by the Employee Relations Officer pursuant to Employer-Employee Relations Resolution No. 3799, as an Employee Organization on April 9, 1979 for the purposes of meeting and conferring within the scope of representation as described in the Meyers-Miliias-Brown Act, as amended.

II. WAGES

A. Effective June 3, 2005, the salary ranges for Professional Unit classifications shall be those salary ranges set forth in Exhibit "A", attached to this agreement and incorporated herein by this reference.

B. Effective June 2, 2006, the salaries in effect for all Professional Unit classifications 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 February 28, 2006.

C. In addition, the City shall make market adjustments, if any, to salaries effective June 2, 2006, as determined by the City's review of labor market salaries in effect March 1, 2006, and consistent with methods historically used by the City to make such adjustments. Specifically, such review shall include a salary survey of currently established labor market agencies, as used as the basis for making market adjustments in 2005 and as on file in the Human Resources Office. Market adjustments shall not be compounded with the CPI-based salary increase described in Section II(B), above; instead, the market adjustment (if any) and the CPI-based salary increases shall be added together and then applied to the base salaries in effect for all Unit classifications. In no event shall the combined CPI-based salary adjustment and market adjustments be greater than 7.0%.

D. Effective June 1, 2007, the salaries in effect for all Professional Unit classifications 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 February 28, 2007.

E. In addition, the City shall make market adjustments, if any, to salaries effective June 1, 2007, as determined by the City's review of labor market salaries in effect March 1, 2007, and consistent with methods historically used by the City to make such adjustments. Specifically, such review shall include a salary survey of currently established labor market agencies, as used as the basis for making market adjustments in 2005 and as on file in the Human Resources Office. Market adjustments shall not be compounded with the CPI-based salary increase described in Section II(D), above; instead, the market adjustment (if any) and the CPI-based salary increases shall be added together and then applied to the base salaries in effect for all Unit classifications. In no event shall the combined CPI-based salary adjustment and market adjustments be greater than 7.0%.

III. MEDICAL PLANS

A. City Contributions for Present Employees

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 employees occupying positions in classifications allocated to the Professional Unit (and otherwise eligible to receive medical benefits), to an amount equal to the three-party rate of the Kaiser Permanente Traditional Plan in effect at that time, except that new City employees appointed to regular full-time status on or after June 7, 1993 shall receive City contributions toward medical insurance as provided in Section III(D), below.

B. Medical Insurance Plan

During calendar year 2005, 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.

C. Medical Co-payment Increase

Effective January 1, 2006, the City shall amend its group health plan contracts with Kaiser Permanente HMO and Blue Shield HMO to increase the office visit patient co-payment to \$20 per visit. Accordingly, effective January 1, 2006, and continuing for the remaining period of this resolution, the City shall modify (if necessary) the amount it pays toward the cost of City-offered medical insurance for all eligible Unit employees to an amount equal to the three-party rate in effect at that time for the Kaiser Permanente Traditional Plan (Trad HMO, \$20 OV, \$10/\$20 Rx).

D. City Contributions for New Employees

During the effective period of this Memorandum Agreement, new full-time employees as described in Section III(A), above, shall receive City contributions toward medical insurance premium payments according to the following schedule:

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

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

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

IV. DENTAL PLAN

During the effective term of this agreement, the City shall maintain and assume any premium increases in the Dental Plan. The maximum annual benefit under the City's Dental Plan shall be \$1,500 per eligible Unit employee and eligible dependents in each calendar year.

V. LIFE INSURANCE PLAN

During the effective term of this agreement, the City shall maintain and assume any premium increases in the life insurance program which may occur.

VI. LONG-TERM DISABILITY BENEFITS

During the effective term of this agreement, the City shall maintain the long-term disability insurance plan and shall assume any premium increases in the long-term disability plan which may occur. The maximum benefit under the City's long-term disability program shall be two-thirds of salary to a maximum of \$4,800 monthly.

VII. VISION PLAN

During the effective term of this agreement, the City shall provide a vision benefit plan to all full-time 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 shall assume any premium increases in the Vision Service Plan that may occur during the effective term of this agreement.

VIII. DOMESTIC PARTNER COVERAGE

Effective January 1, 2004, domestic partners, as defined by Section 297 of the State of California Family Code, of eligible Unit employees shall be eligible to qualify as dependents under the City's medical, dental, and vision plans, consistent with the terms and conditions set forth by the benefit carriers.

IX. RETIREMENT BENEFITS

A. Retirement Contributions.

In recognition of the employer costs associated with PERS benefits, the parties agree that all Professional employees shall contribute an amount equivalent to 0.75% of his/her gross pay to PERS on a biweekly basis via payroll deduction, for the purposes of defraying employer costs associated with PERS Single Highest Year and Post-Retirement Survivor benefits. These employee payments will be reported on a pre-tax basis, consistent with the method described in Subsection C below.

Effective as soon as possible after October 1, 2005, the City shall clarify its reporting to PERS to reflect employees' 0.75% PERS employee paid member contribution and the City's 6.25% employer paid member contribution to PERS on Professional employees' behalf, pursuant to Government Code 20691; and, further, will report employer paid member contributions (EPMC) to PERS, as set forth in Subsection B below. These employee payments will be reported on a pre-tax basis, consistent with the method described in Subsection C below.

B. Employee Compensation Reporting Method for Retirement Benefit Purposes.

1) During the effective period of this agreement, the City agrees to continue use of a modified compensation reporting method with PERS for all employees occupying positions in classifications listed in Exhibit "A", pursuant to Government Code §20636(c)(4), such that the value of employer paid member contributions (EPMC) made by the City on behalf of Professional employees pursuant to Government Code §20691, will be reported to PERS as additional employee compensation.

2) Should the modified compensation reporting method referenced in this subsection be prohibited by law, regulation or administrative interpretation at any time during the effective period of this agreement, the City may comply with such prohibition and shall so notify Professional employees in writing.

3) For active and former employees who retire during the effective period of this agreement, the City of Walnut Creek shall 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 reporting method referenced in this subsection and, accordingly, the City may take any such other action as it deems appropriate to the end 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, the City shall 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 effective term of this agreement, as a result of these modified compensation and tax reporting methods set forth in this subsection.

C. Retirement Plan Tax Reporting Method.

1) The City will apply Internal Revenue Code Section 414(h)(2) in completing tax reporting for those employee cost-sharing arrangements set forth in this Section. 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.

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 period of this agreement, the City will comply with such prohibition or amendment and shall so notify Professional employees in writing.

3) For active employees and former employees who retire during the effective period of this agreement, the City of Walnut Creek shall 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 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, the City shall 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 effective term of this agreement, as a result of these modified compensation and tax reporting methods set forth in this subsection.

X. DEFERRED COMPENSATION

A. All employees represented in this Unit shall be eligible to participate in a deferred compensation program authorized by the City in accordance with and subject to the limitations and requirements set forth by the applicable contracting organization and the City of Walnut Creek.

B. Effective as soon as possible, but not later than February 24, 2006, the City shall contribute 2% of salary towards a defined contribution Money Purchase Plan for eligible full-time and part-time employees in the Professional Unit.

XI. REDIRECT HEALTH PLAN PREMIUM

Eligible employees in the Professional Unit shall be allowed to redirect the value of employee-only coverage under the Kaiser Health Plan to the ICMA 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 provisions of the City's health plans in the event termination of redirected benefits and resumption of medical coverage is desired. If required by I.R.S. regulations in order to keep this benefit tax exempt, this paragraph may be amended by a side letter executed by the City Manager and the group's representatives.

XII. GENERAL LEAVE

Pursuant to Section 1008 of the Personnel System Rules and Regulations of the City of Walnut Creek, all employees in the Professional Unit shall have leave benefits as determined by the General Leave Plan as set forth in Exhibit "B" 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.

XIII. ADMINISTRATIVE LEAVE PLAN

A. On the first pay period ending date in January of each calendar year, each employee shall be granted administrative leave without regard to the number of hours actually worked in excess of the standard work week. The amount of administrative leave granted to each employee shall be determined by the Department Director in consultation with each employee's supervisor(s); and is subject to City Manager approval. Administrative leave granted to individual employees shall normally not exceed ninety-six (96) hours annually. However, the City Manager can make mid-year adjustment to annual leave allotments for individual employees on July 1 of each year under special circumstances and upon recommendation of the Department Director. Such mid-year adjustments may include an allocation of additional leave, or a reduction of hours allocated for that calendar year.

B. Department Directors' recommendations regarding administrative leave allotments shall be submitted in writing to the City Manager no later than November 1 of each year for the following year, except that individuals appointed to positions in classifications allocated to the Professional Unit shall be granted administrative leave at the time of appointment. Such employees shall be granted administrative leave as recommended by the Department Director and approved by the City Manager within thirty (30) days of the effective date of appointment.

C. Overtime provisions of the Personnel Rules shall not apply to Professional Unit employees.

D. Use of administrative leave shall be subject to the approval of the Department Director or designee.

E. Up to 40 hours of unused administrative leave may be carried over from year to year. Administrative leave for a given year may be used through the last pay day of the calendar year's corresponding pay period end date. At that time, up to 40 hours of unused administrative leave shall be rolled over to the next calendar year and any unused leave beyond 40 hours shall be cancelled. The amount of leave that is carried over will be in addition to the allotment of

administrative leave that is granted with the first pay period ending date of each calendar year.

F. Unused administrative leave at separation shall not be compensated.

G. The process for the allocation of administrative leave within the above parameters is further described in Administrative Policy Number 93-2.

XIV. OUTSIDE EMPLOYMENT

The City and representatives of the Professional Unit recognize and reaffirm the continued need to regulate the outside employment of employees. Professional Unit employees accept the terms of Administrative Policy Number 82-1 on outside employment as revised August 1989.

XV. RETIREE HEALTH INSURANCE PLAN

A. Post-Retirement Health Plan Participation. Through the effective period of this agreement, Professional employees with five or more years of full-time City service shall be eligible to participate, at their own expense, in the City's medical plans after retirement from the City. Any employee participating in this plan shall do so in accordance with the terms and conditions set forth in the "City of Walnut Creek Retiree Health Insurance Plan" dated May 1, 1985 as revised March 1, 1986, August 1, 1988, and January 1, 2003, a copy of which is maintained on file in the office of the Personnel Officer.

B. Retirement Health Savings (RHS) Plan.

1) Through the effective period of this agreement, the City agrees to provide contributions for Professional employees toward a Retirement Health Savings (RHS) Plan, to be administered by ICMA Retirement Corporation or its affiliates, as described below. The intent of this Plan is for the benefits to be available to 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 Professional employees who complete fifteen years of regular, full-time service with the City, the City shall contribute \$125.00 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 receive 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. All plan contributions made by the City on behalf of any employee shall vest only upon completion of twenty years of regular, full-time City service. No plan contributions shall be made following an employee's separation from City service.

3) The Retirement Health Savings Plan shall provide for benefits to be paid to a Professional employee after separation from City service based upon contributions made on behalf of such employee and shall not define a particular benefit to be paid to such employee.

XVI. FLEXIBLE BENEFITS PLAN

During the term of this agreement, eligible employees may participate in a Flexible Benefits Plan offered by the City that shall include flexible spending accounts for dependent care, medical expenses and medical premium co-payments.

XVII. PROFESSIONAL DEVELOPMENT PLAN

Professional Unit employees may expend \$700 per year for:

1. Professional seminars, memberships and technical publications;
2. Books for professional courses and licensing;
3. Training for professional development and/or innovative techniques;
4. Educational Courses leading to certification or licensing.

The expenditure of these funds shall be subject to approval of the City Manager or his authorized designee. It shall be subject to Administrative Policy Number 79-5 as revised August 15, 1990 and May 9, 1996 "Management and Professional Development Plan."

Accrual of funds of not more than one year may be carried over to a new budget period for major conferences or seminars as approved by the City Manager or his authorized designee.

XVIII. PART-TIME EMPLOYEES

A. General Leave. Part-time employees shall be eligible to accrue general leave benefits on the same accrual basis for regular professional employees but in an amount proportionate to the ratio of scheduled hours of work per week to the standard work week, subject to the provisions of the General Leave Plan set forth in Exhibit "B".

B. Holidays. All eligible part-time employees scheduled to work 20 hours or more per week on a continuous basis shall receive prorated holiday pay for each holiday provided to Professional Unit employees: employees regularly scheduled to work 20 hours per week shall receive 4 hours holiday pay; employees regularly scheduled to work 30 hours per week shall receive 6 hours holiday pay.

C. Health Benefits. For part-time employees 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; part-time employees showing proof of alternative medical insurance shall be eligible to redirect medical benefits into the ICMA Deferred Compensation Plan, pursuant to the section above entitled "Redirect Health Plan Premium."

D. Professional Development Plan. Eligible part-time employees may participate on a pro-rata basis in the Professional Development Plan described above and in accordance with City policy.

E. Flexible Benefits. All eligible part-time Professional employees may participate in a Flexible Benefits Plan that includes flexible spending account for dependent care, medical expenses, and medical premium co-payments.

F. Money Purchase Plan. Effective February 24, 2006, the City shall contribute 2% of salary toward a defined contribution Money Purchase Plan for part-time employees in the Professional Unit.

XIX. PERSONNEL RULE CHANGE

A. Except as provided by Section 105 of the Personnel Rules, Section 1205 of the Personnel Rules as applied to the employees subject to this agreement shall be as follows:

"SECTION 1205 RIGHT OF APPEAL - PROCEDURE

A regular employee shall have the right of appeal from any disciplinary action taken under this chapter. Such appeal must be filed with the City Manager with a copy to the Human Resources Office and the department within ten (10) calendar days after the receipt of written notice of the imposition of disciplinary action. The appeal must state specifically the issue(s) in controversy and the facts upon which the issue(s) is based.

In the case of disciplinary action consisting of official reprimand or suspension for five (5) days or fewer, the City Manager shall conduct an informal hearing on the matter within ten (10) calendar days of receiving the appeal. The decision of the City Manager shall be final.

In the case of disciplinary action consisting of suspension in excess of five (5) days, up to and including termination, an employee dissatisfied with the action imposed may appeal the action to arbitration. To determine the appeal, an arbitration hearing shall be as provided for in Sections 1206-9 of these Rules and Regulations."

B. Except as provided by Section 105 of the Personnel Rules, Section 515 of the Personnel Rules as applied to the employees subject to this agreement shall be as follows:

"SECTION 515 LAYOFF PROCEDURE

Whenever there shall be need for layoff, employees within the class of position

involved shall be terminated in the following order:

- a. Emergency
- b. Temporary
- c. Ltd. Duration
- d. Part-Time
- e. Probationary
- f. Regular

The order of layoff of regular employees shall be based on the recommendation of the Department Director. In preparing a recommended order of layoff, the Department Director shall take into consideration the length of service and the job performance of the employee involved.

Regular employees who are laid off shall be notified in writing by the Department Director with the approval of the City Manager at least thirty (30) working days prior to the date of layoff, and the notice shall contain the reasons therefor. Regular employees shall have their names placed on the appropriate layoff (reinstatement) list for a period of twenty-four (24) months and shall have precedence for employment over persons whose names appear on eligible lists for the same class of positions.”

C. Pursuant to Section 105(g), the City Manager has determined that Section 809 of the Personnel Rules shall apply to all regular, full-time employees in this Unit as follows:

SECTION 809 ON-THE-JOB INJURY

When an 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 injury. 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).

1. The application of Personnel Rule Section 809 specified under Subsection C above shall be effective on July 1, 1996 and shall be applicable to all claims regardless of whether the date of injury occurred before or after the effective date of this agreement.

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).

1. The application of Personnel Rule Section 809 specified under Subsection C above shall be effective on July 1, 1996 and shall be applicable to all claims regardless of whether the date of injury occurred before or after the effective date of this agreement.

XX. DURATION OF AGREEMENT

The proposed Memorandum of Agreement for salary and benefit adjustments will cover the period of June 16, 2005 through June 30, 2008.

XXI. RESCISSION OF EXISTING AGREEMENT

The agreement between the City and the Professional Employees' Group dated May 9, 2003 is hereby rescinded effective June 16, 2005.

DATED: June 16, 2005

WALNUT CREEK PROFESSIONAL
EMPLOYEES' GROUP

By: Kristi Ingram
Kristi Ingram

By: Scott Harriman
Scott Harriman

CITY OF WALNUT CREEK

By: Carol Swindell
Carol Swindell

EXHIBIT "A"



**PROFESSIONAL UNIT SALARY SCHEDULE
BI-WEEKLY RATES**

6/3/2005

CLASS TITLE	CLASS CODE	STEP A	STEP B	STEP C	STEP D	STEP E
Accountant II	G100	2448.77	2566.28	2678.45	2813.76	2949.08
Architect	G145	3007.78	3156.92	3314.36	3480.66	3655.84
Assistant Engineer	G105	2633.42	2754.58	2891.46	3034.75	3180.95
Associate Civil Engineer	G175	3007.78	3156.92	3314.36	3480.66	3655.84
Associate Planner	G110	2499.95	2612.03	2742.90	2879.24	3018.59
Community Arts Coordinator	G120	2404.32	2520.99	2638.95	2770.44	2894.21
Information Systems Analyst I	G170	2075.49	2178.83	2288.39	2401.06	2520.59
Information Systems Analyst II	G155	2436.96	2559.32	2685.25	2821.33	2961.59
Information Systems Analyst III	G135	2830.30	2971.75	3119.76	3277.34	3441.47
Junior Civil Engineer	G125	2441.90	2553.08	2678.81	2810.02	2946.08
Landscape Architect	G150	3007.78	3156.92	3314.36	3480.66	3655.84
Plan Check Engineer	G140	3312.83	3478.09	3650.69	3833.65	4026.38
Project Manager	G180	3007.78	3156.92	3314.36	3480.66	3655.84
Senior Planner	G115	2946.49	3090.70	3243.39	3391.82	3565.72
Transportation Specialist	G165	3007.78	3156.92	3314.36	3480.66	3655.84

EXHIBIT "B"

**GENERAL LEAVE PLAN
FOR PROFESSIONAL UNIT EMPLOYEES**

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 Professional 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 Annual General Completed Service</u>	<u>Leave Accrual</u>
1 thru 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 monthly 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. In no case shall the number of accrued leave days per month exceed the number of general leave days allowed based on years of service. Part-time employees working 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 monthly

accrual of leave to be reduced on a pro-rated basis. Any reductions in leave accruals shall be in increments of one hour.

5. General Leave During First Year: Upon completion of six months of continuous active service following appointment, regular and part-time employees shall be eligible to earn general leave credits. Upon the completion of said period of service, regular 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 section (1) above.

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, 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

1. Request and Approval: 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:

(1) 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 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)."

(2) 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.

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 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.

(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.

(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) 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:

- i. 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 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

1. General Leave Conversion to Pay or Sick Leave:

To be eligible for General Leave Conversion, an employee must have a minimum of 22 days (176 hours) of general leave or sick leave 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 from December 1 through November 30, 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 Service</u>	<u>Hours</u>
1 - 5	40
6 - 10	48

11 - 15
16 +

56
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.

ARTICLE VII

General Leave at Termination

1. 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.
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.