2009 ABMEI NEGOTIATIONS
CITY PACKAGE PROPOSAL B*

PERIOD OF MEMORANDUM OF AGREEMENT – ARTICLE 1

Term: One (1) Year

REDUCED WORK WEEK

The Reduced Work Week side letter with ABMEI will be discontinued the first full payperiod after ratification by the ABMEI membership and approval by the City Council. As a result, all employees represented by ABMEI will return to a 40 hour work week effective the first regular work day thereafter.

PAY

Effective the first full payperiod after ratification by the ABMEI membership and approval by the City Council, all classifications represented by ABMEI will have each step reduced by 5%. This will result in the top and bottom step of all classifications represented by ABMEI being 5% lower.

HEALTH INSURANCE COST SHARING

As Proposed in City Initial Package Proposal dated December 7, 2009

HEALTH INSURANCE DUAL COVERAGE

As Proposed in City Initial Package Proposal dated December 7, 2009

HEALTH INSURANCE- HEALTH IN LIEU

As Proposed in City Initial Package Proposal dated December 7, 2009

RELEASE TIME

See Attached (City Proposal #3)

PROBATIONARY PERIODS

As Proposed in City Initial Package Proposal dated December 7, 2009

DISABILITY LEAVE SUPPLEMENT

See Attached (City Proposal #19)

FREEZING STEP INCREASES

As Proposed in City Initial Package Proposal dated December 7, 2009

2009 ABMEI NEGOTIATIONS
CITY PACKAGE PROPOSAL B*

RETIREMENT COST MITIGATION

As Proposed in City Initial Package Proposal dated December 7, 2009

OVERTIME- 40 HOURS

As Proposed in City Initial Package Proposal dated December 7, 2009

OFF HOURS INSPECTIONS

See Attached (City Proposal #4)

SICK LEAVE PAYOUT

As Proposed in City Initial Package Proposal dated December 7, 2009

ALL SIDE LETTERS EXPIRE

ALL TENTATIVE AGREEMENTS

** This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals, including, but not limited to:*

- Revise step structure and modify movement within steps
- Compensatory Time Clarification
- Retiree Pension Benefits
- Calculation and Eligibility of Overtime- Paid Time Off
- Healthcare- Modifications to HMO Plan Design

CITY PROPOSAL #3- RELEASE TIME

Addition of a new article, Article 22, Release Time. All subsequent articles shall be renumbered.

ARTICLE 22 RELEASE TIME

22.1 Release time from regular City duties shall be provided to designated Union representatives in accordance with the following provisions.

22.2 The Union President or designee shall be granted release time from regular City duties to attend the following meetings:

- To attend Civil Service Commission meetings when matters affecting the Union are considered.
- To attend City Council meetings when matters affecting the Union are considered.
- To attend Federated Retirement Board meetings.
- To attend grievance meetings when used to facilitate settling of grievances.
- To attend Benefit Review Forum meetings.
- To attend City Labor Alliance meetings held with the City Manager or Employee Relations.
- To attend meetings scheduled by Administration when attendance is requested.
- To attend other meetings and trainings approved by the Employee Relations Director, or designee.

22.3 Release time shall be granted no more than once a month for a maximum of three Executive Board members to attend meetings with the PBCE Director, Deputy Director, Chief Building Official and/or Division Manager.

22.4 Authorization For Release Time. If the designated Union representative finds it necessary to leave assigned duties to investigate or process a grievance, or attend a meeting as defined in this Article, the representative must inform the immediate supervisor of the general nature for the release time and receive authorization from the immediate supervisor prior to leaving assigned duties. Upon return to assigned duties, the representative must report back to the immediate supervisor.

22.5 Release Time Restrictions. Release time shall not be provided for lobbying or political purposes. Release time is provided only to the extent that any employee is required or authorized to attend meetings, trainings or other authorized events during said employee's normal work schedule/hours. Employees are not entitled to receive over-time or regular compensation for attendance of meetings, trainings or other authorized events occurring outside of their normal work schedule/hours.

CITY PROPOSAL #19- DISABILITY LEAVE SUPPLEMENT

ARTICLE 19 DISABILITY LEAVE

19.1 Disability Leave. Disability Leave Supplement (DLS) is the benefit provided pursuant to this Article, which, when added to Workers' Compensation Temporary Disability (WCTD) results in providing employees 85% of their regular base salary.

19.2 Eligibility for Disability Leave Supplement. A full-time employee required to be absent from work due to a job-related injury or industrial illness who receives WCTD payments pursuant to Division I or Division 4 of the California Labor Code is eligible for DLS, excluding ineligible causes listed in section 19.4. In the event an employee is not eligible for WCTD payments because of the statutory waiting period, DLS shall not be paid for such a waiting period. The employee may use sick leave to cover the waiting period.

19.2.1 After the initial three day waiting period has been met, and the employee otherwise qualifies for DLS, the employee may utilize DLS for absences required for medical visits related to the injury after his/her return to work if he/she is unable to schedule such visits on non-work hours. DLS for such intermittent absences is subject to authorization by the Workers' Compensation Section. In no event may DLS exceed the limit specified in 19.6.

19.3 Eligibility for Disability Leave Supplement Linked to Temporary Disability. If the Worker's Compensation Appeals Board of the State of California or any judicial court should determine that the employee is not entitled to Temporary Disability (WCTD) compensation, the employee shall not be entitled to Disability Leave Supplement (DLS) benefits. Under such circumstances, any DLS moneys paid to the employee by the City must be returned to the City within one year.

19.4 Ineligible Causes for Disability Leave. An employee shall not be eligible for disability leave, and shall not receive DLS if the injury or illness that causes the absence results from an act of gross negligence of such employee and/or any work voluntarily undertaken by employee from which he has been prohibited from engaging in as determined by a City physician, prior to the date of injury.

19.5 Ineligibility if Offer and Decline of Modified Duty. ~~DLS shall not be provided~~An employee shall be voluntarily separated from City service if the City offers the employee employment at identical or similar salary, within the employee's medical limitations, and the employee refuses or fails to accept duty for which the employee is physically qualified.

19.6 Maximum Term of Disability Leave Supplement. The employee will receive DLS benefits equal to the amount of money which, when added to the WCTD equals 85% of what the employee would have earned at the position from which the employee is disabled for one of the following time periods, whichever is shortest:

1. The time the employee is medically required to be absent due to a work-related injury or illness, after the required 3-day waiting period.

2. The period of time WCTD is payable to the employee under the Workers' Compensation provisions of Division 1 or Division 4 of the Labor Code of the State of California.

3. ~~Nine~~ Six (~~9~~6) calendar months (~~274 days or 1560~~ 1040 hours if not continually absent) following the date of injury.

19.6.1 Time Limit for DLS Eligibility. After ~~1560~~ 1040 hours of DLS, the employee is entitled to no additional compensation for the injury or illness. No employee shall be eligible for DLS 5 years after the date of the onset of the injury or illness for which the employee is claiming DLS.

19.7 Disability Leave Supplement is in Lieu of Regular Compensation. Employees who receive WCTD and DLS compensation do not receive their regular salary. DLS as described in this Article is in lieu of regular compensation.

19.8 Requirement of Evidence Proving Temporary Disability. The Director of Human Resources, or designee, is responsible for determining eligibility for DLS. In making this determination, the Director may require the employee to provide proof of injury or illness, proof that the injury or illness will last, and proof of other relevant matters as determined by the Director, or designee. The Director, or designee, may require the employee to submit to a medical examination by a physician selected by the City.

19.9 Termination of Disability Leave. An employee who is unable to return to full time regular duty following the expiration of any and all leave provided in this Article and the integration of Sick Leave as provided in Article 18.1.3.1, and of accrued vacation, and compensatory time off, with Workers' Compensation may be considered to have separated from City service.

19.9.1 An employee who exhausts all Disability Leave shall be notified that they are subject to the above provision upon expiration of all remaining paid leave.

CITY PROPOSAL #4- SCHEDULED OFF-HOURS INSPECTIONS

5.13 Scheduled Off-Hours Inspections

An employee who is scheduled to perform one or more inspection(s) outside of, and not contiguous with, his/her regularly scheduled shift, shall be compensated for performing such inspection(s) at the rate of ~~four~~ three (4~~3~~) hours or for the time actually worked, to the nearest ~~half-hour~~fifteen minutes, whichever is greater. Such compensation shall be at the appropriate rate.