

Changes In Terms And Conditions Of
Employment -
2013-2016 CMCEA MOU

Meet and Confer History

Meet and Confer started August 6, 2013 and culminated in a tentative agreement on June 27, 2014.

Approximately 13 meet and confer sessions were conducted as well as a variety of less formal meetings between representatives.

MOU Term

April 1, 2013-2016

Salary

- Present employees – 0% increase.
- New hires – present Step 5 is top Step.
- New hires
 - Step A is 10% less than present Step 1;
 - Step B is 5% less than present Step 1.
- Salary reopener for 2015-2016 fiscal year.
- [Article 3.1, page 5](#)

Merit Steps

- Present employees – merit increases frozen during term of MOU.
- New hires – eligible for merit increases.
- Article 3.2, page 5

Labor Marketplace

- Eliminates sole use of local contiguous public entities for compensation surveys; allows private entities and classifications to be used to define the marketplace; eliminates any mandated compensation increases based on the marketplace.
- Total compensation shall include retirement, deferred compensation, retiree medical, health insurance payments and all other forms of remuneration.
- [Article 3.3, page 5](#)

Overtime Pay

- 60 hours maximum accumulation shall be distributed each year by December 31.
Presently, no mandated distribution.
- Paid leave not considered hours worked for computing overtime. **Presently, holiday, military, jury, bereavement and sick leaves are included in computing overtime.**
- **Article 4.1, page 6**

Lunch Period Call Response

- If called for service during lunch, this time counts as hours worked for computation of overtime eligibility.
- [Article 4.6, page 6](#)

Retirement

- All members shall pay 100% employee CalPERS contribution (8% Tier 1 - 2.5% at 55, 7% Tier 2 - 2% at 60, and 6.75% for new members - 2% at 62.)
- All members shall additionally pay 2.469%.
- All members shall also pay 60% of employer increases without sunset .
- Results in employees contributing the following amounts based on their respective tier and member designation:
 - Tier 1 - 13.775%
 - Tier 2 - 12.775%
 - New members - 12.525%
- New members pay the approximate 6.75% plus the 60% cost sharing as well.
- [Articles 6.1-6.5, pages 10-11](#)

Retired Employee's Medical Plan

- Eliminate City and employee contribution to retirement health savings plan.

Health Insurance

- City contribution increases from \$799.00 per month to \$919.00 per month.
- [Article 7.3, page 12](#)

Vacation

FOR ALL EMPLOYEES:

- Maximum total accumulation - 320 hours (**currently 424 hours**).
- Cash out two weeks vacation (80 hours) for every one week of vacation used - four times per year (**present maximum cash out is 80 hours per year**).
- Every July 1 the 320 hours cap may be reduced by cashing out to 240 hours.
- **Article 8.2 D. E., page 14**

Vacation

FOR ALL EMPLOYEES HIRED PRIOR TO ADOPTION OF MOU:

- Maintain current annual accrual amounts ranging from 92 hours to 212 hours at 20 years.
- [Article 8.2 B., page 13](#)

Vacation

FOR ALL EMPLOYEES HIRED ON AND AFTER ADOPTION OF MOU

- 0-1 year - 40 hours per year (**was approximately 92.**)
- 2-5 years - 80 hours per year (**was approximately 140.**)
- 6+ years - 120 hours per year (**was approximately 212.**)
- **Article 8.2 C., page 13**

Sick Leave

ALL EMPLOYEES HIRED PRIOR TO ADOPTION OF MOU

- Combined primary and secondary sick leave accounts.
- Freeze the accounts at the total hours on date of MOU adoption (**formerly no maximum secondary account accrual; primary account maximum frozen at 480 hours**).
- No cash out, no cash value of primary or secondary account (**formerly 50% cash out of primary account to maximum of 240 hours at retirement**).
- Combined accounts convertible to retirement service credit at employee's option.

Sick Leave

FOR ALL EMPLOYEES

- The maximum sick leave balance shall be 192 hours.
- July 1 of each year not greater than 96 hours shall be credited, not to exceed 192 hours.
- No cash out, no cash value, no retirement credit for this new sick leave bank.
- [Article 8.3 A. B., pages 15-16](#)

Contracting Out

- The street sweeping function shall be contracted out promptly.
- Article 14.3, page 25

Classification and Compensation Studies

- No classification and compensation study shall result in mandated changes in compensation.
- [Article 15.1, page 25](#)

Computer Loan Guarantee Program

- Eliminated.
- Article 25, page 30

Discipline Procedure

- Procedural changes allowing City to call disciplined employee as City's own witness.
- Appendix D., Section H., page 42