

CITY OF UNION CITY
MEMORANDUM OF UNDERSTANDING
UNION CITY POLICE MANAGEMENT ASSOCIATION

EFFECTIVE DATES: January 1, 2015 to June 30, 2017

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF UNION CITY
AND
THE UNION CITY POLICE MANAGEMENT ASSOCIATION**

PREAMBLE

On the date hereinafter subscribed, authorized representatives of the City of Union City ("City"), and the Union City Police Management Association ("Association") entered into this Memorandum of Understanding ("Memorandum of Understanding" or "Agreement"). This Memorandum of Understanding constitutes the full and complete agreement between the parties on all items falling within the scope of representation. The provisions set forth herein shall take precedence over conflicting provisions of any City resolution or ordinance in effect during the term of this Memorandum of Understanding.

SECTION 1.00 GENERAL PROVISIONS

A. City Rights

Except as specifically restricted by an express provision of this Agreement, the City retains all management rights and prerogatives. Neither these rights nor their exercise shall be subject to the grievance or arbitration mechanisms of this Agreement.

B. Recognition

The City recognizes the Association as the sole and exclusive bargaining representative for the classifications of Police Captain and Police Lieutenant.

C. Association Rights

The City recognizes the rights of the Association to police this Agreement, assist its members in resolution of grievances, and participate in the negotiation of this and future Agreements. In recognizing these rights, the City shall provide reasonable time for the negotiating of this and future memoranda. No other Association business shall be conducted on City time without prior approval of the Chief of Police.

The City shall not provide access to copy machines, telephones or other equipment that is the sole possession of the City of Union City without prior approval from the Chief of Police.

D. Non-Discrimination

The City and the Association agree that they will not discriminate in any way on account of race, color, creed, religion, sex, sexual orientation, age, national origin, political affiliation, physical or mental disability, medical condition, or for union activity, to the extent prohibited by applicable state and federal law.

SECTION 2.00 LEAVE

A. Administrative Leave:

In lieu of paid overtime, Police Managers shall receive one hundred twenty (120) hours of Administrative Leave at the beginning of each fiscal year. The guidelines for making use of Administrative Leave will be as follows:

1. Employees shall submit a Time Off Request Form requesting time off under Administrative Leave provisions. Such requests shall be submitted directly to the employee's immediate supervisor. The request will be approved or denied based upon operational needs.
2. The use of Administrative Leave is not automatic and is subject to approval as stated above.
3. Administrative Leave is based on the City's fiscal year and therefore runs from July 1ST to June 30TH.
4. Unused Administrative Leave may be accumulated up to a maximum of two (2) times the annual accrual rate of one hundred twenty hours (120) per fiscal year or may be cashed out up to 120 hours, provided an 80 hour vacation bank is maintained, as requested by the employee at the end of the fiscal year only. However, employees shall also receive cash payment on a pro-rated basis for unused Administrative Leave at the time of separation or upon the start of an extended leave from City employment (e.g. military duty, etc.). Said payment shall be based upon the employee's accrued Administrative Leave hours and base salary rate at the time of separation or upon the start of an extended leave from City employment.
5. Administrative Leave for employees hired after July 1st will be prorated.
6. Employees may not use Administrative Leave during their first six months of service. Exception to this policy may be granted on a case by case basis by the Police Chief and City Manager.

B. Bereavement Leave:

Employees may be granted paid bereavement leave, not to exceed five (5) workdays, upon the Occasion of the death of a close relative. Close relatives are defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepchild, domestic partner, or individuals residing in the household for whom the employee has legal guardianship. In addition, employees may be granted one (1) work day's paid bereavement leave to attend the funeral of a close relative not in the employees immediate family (for example, aunts, uncles, nephews, nieces, or spouse/domestic partner's close relatives as defined above).

C. Jury Leave:

An employee summoned to jury duty or summoned as a witness in a City-related matter shall not suffer a loss of pay or other benefits by reason of said service. Verification of jury duty attendance is required upon returning to work. The juror badge attached to the jury duty summons does not qualify as verification of attendance.

D. Military Leave:

Military Leave shall be granted in accordance with the provisions of State law. All employees entitled to Military Leave shall give their department head an opportunity within the limits of military requirements to determine when such leave shall be taken.

E. Personal Leave:

The City shall allow twenty (20) hours per fiscal year of accumulated Sick Leave to be used for conducting personal or emergency business that cannot be conducted outside regular working hours. An additional ten (10) hours will be allowed for those employees who have an accumulated Sick Leave balance as of July 1 of each fiscal year of one hundred (100) hours or more for a total of thirty (30) hours per fiscal year. An additional ten (10) hours will be allowed for those employees who have accumulated a Sick Leave balance as of July 1 of each fiscal year, of two hundred (200) hours or more, for a total of forty (40) hours per fiscal year.

Personal Leave shall not be used as a substitute for, or in conjunction with any other type of leave.

F. Unpaid Leave of Absence:

The City Manager may grant, for the good of the service, a Leave of Absence without pay for a maximum period of one (1) year. The City Manager may grant an extension of an approved Leave of Absence without pay for an additional period, said extension not to exceed one (1) year. Leave may be granted if it does not have an unduly adverse impact on the service of the City, the purpose of the leave would be beneficial to the City, or it would meet some pressing and extreme need of the employee. Whenever granted, such leave requests shall be in writing and signed by the City Manager. Upon expiration of such a leave, the employee will be reinstated to the position held at the time leave was granted and said employee shall retain his/her seniority rights based on years of service earned prior to the leave of absence. Failure of the employee to report promptly at the expiration of the Leave of Absence shall terminate his/her right to be reinstated. Unpaid Leaves of Absence shall not be taken during the first six (6) months of City employment.

Employee is fully responsible for all premiums of benefits while on approved leave.

G. Family Leave:

The City shall comply with all provisions of the Federal Family Leave Act and the California Family Rights Act, including their respective implementing regulations. However, Administrative Policy Memorandum (APM) #61 shall provide the overriding basis and criteria for all decisions and matters relating to Family Leave.

H. Sick Leave:

Employees shall earn eight (8) hours per month of Sick Leave without limit on accumulation. Employees shall be allowed to convert eighty (80) hours of unused Sick Leave per fiscal year to his/her Vacation Time Bank provided the employee maintains a balance of four hundred eighty (480) hours or more.

Conversion of Sick Leave to Vacation Leave is on an hour-for-hour basis and may only take place at the end of each fiscal year.

I. Occupational Injury Leave:

For employee injury or disability, the provisions of the State Worker's Compensation Act and other applicable laws pertaining to sworn personnel shall apply.

SECTION 3.00 VACATION

Effective in 1996, the City ceased providing management employees with 80 hours of vacation benefits annually. These benefits which management employees received prior to 1996 were subsequently absorbed into management employee's base salaries. The City shall continue this practice.

Employees shall receive vacation benefits in accordance with the following schedule and provisions:

Years of Service	Pay Period Accrual	Rate Annual Accrual
0-3 years	0 hours	0 Hours
4 -8 years	1.538 hours	40 Hours
9 -13 years	3.076 hours	80 Hours
14 -18 years	4.614 hours	120 Hours
19 +years	6.152 hours	160 Hours

Employees may accumulate up to 560 hours of vacation. Employees may also receive annual cash payment for up to eighty (80) hours of Vacation Leave provided an 80 hour balance vacation balance is maintained after cash out. Employee request for cash payment must be submitted to the Administrative Services Department no later than June 1st and cash payment shall be made at the end of the fiscal year.

Employees may cash out up to 320 hours of vacation at the time of their separation from the City; any leave accruals above 320 hours at separation must be taken as time off, or forfeited. Employees shall receive cash payment for unused Vacation Leave at their current base salary rate at the time of separation or upon the start of an extended leave from City employment.

SECTION 4.00 HOLIDAYS

Police Managers will receive one-hundred forty-four (144) hours of Regular Holiday time each fiscal year. The Regular Holiday time must be taken as a cash benefit equivalent to one hundred forty-four hours of pay calculated at the employee's base salary rate which will be paid out in equal payments each pay period.

Police Managers will also receive twenty (20) hours of Floating Holiday time at the beginning of each fiscal year. The Floating Holidays hours must be used within the fiscal year earned and may not be accumulated or cashed out.

SECTION 5.00 EDUCATIONAL INCENTIVE

Police Managers meeting the below listed educational requirements will receive an additional five percent (5%) in base salary.

Bachelor's Degree or higher, in conjunction with the successful completion of one of the following additional educational courses:

Senior Management Institute for Police (SMIP)

POST Command College

FBI National Academy

West Point Leadership Program

POST Management Certificate

Possession of a Master's Degree

The Educational Incentive benefit is special compensation that is added to the employee's base salary as listed in the Public Employees Retirement Law; Section 571 (a)(2).

SECTION 5.01 TUITION REIMBURSEMENT

When an employee voluntarily and with prior approval of the Chief of Police and Administrative Services Director undertakes an education or training program that will improve his/her skills and abilities in relation to the job, the City will reimburse the employee upon successful completion of the course for the cost of the course or training. The reimbursement will be limited to an aggregate annual cap of \$9,000 for all Police Management Association members to be distributed by the Association with City Manager approval. If the books and/or training materials used in the education or training program are turned over to the City upon course completion, the City shall reimburse the employee for the costs of the books and/or training materials. Where the education or training program is of unusual value and cannot be scheduled during the employee's off hours, the employee may be excused at no loss of pay.

SECTION 6.00 INSURANCE COVERAGE

A. Health and Welfare Coverage:

The City ceased providing management employees with the following fully paid benefits: medical and dental insurance, disability insurance, vision care insurance and flexible benefits. These benefits which management employees previously received, prior to 1996, were subsequently absorbed into management employees' base salaries. The City shall continue this practice.

If employees choose to receive medical and dental benefits through the City's group plans, they must either pay the City directly for the benefits or sign an agreement permitting the City to deduct the cost of such benefits from their paychecks. For employees enrolled in a PERS health plan

through the City, the City shall pay the minimum contribution for such health benefits required under PEMHCA.

Effective pay day May 29, 2015, City agrees to provide up to \$1,725 per month to each employee to pay for excess medical, dental, vision and long term disability insurance costs.

Effective January 1, 2016, the City agrees to provide up to \$1,850 per month to each employee to pay for excess medical, dental, vision and long term disability insurance costs.

Effective January 1, 2017, the City agrees to provide up to \$2,000 per month to each employee to pay for excess medical, dental, vision and long term disability insurance costs.

Employees who are covered for medical benefits through a spouse or a domestic partner may elect not to enroll in a City group medical plan. Employees electing this option shall provide proof of medical coverage to the City.

The City agrees to advance the cost of health premiums (medical and dental coverage) when an employee is on leave without pay for medical reasons. Amounts advanced shall be limited to three (3) months and shall be due and payable to the City within six (6) months of return to work or upon termination.

If employees choose to receive vision care insurance through the City's group plans, they must either pay the City directly for the benefit or sign an agreement permitting the City to deduct the cost of such benefits from their paychecks.

B. Life Insurance

Life Insurance coverage for Police Managers is as follows: \$100,000 for life insurance and \$100,000 for accidental death or dismemberment. Supplemental life insurance is also available, the cost of which shall be borne by the employee.

C. Deferred Compensation Plan:

For the duration of this agreement, the City agrees to contribute one hundred dollars \$100.00 per month to a pre-tax 401(a) Deferred Compensation Plan. Employees must either contribute a minimum percentage of their base salary to this plan as determined by group-wide consensus or opt out of the plan entirely. The specific groupings/divisions of management classifications shall be deferred at plan inception and shall be based upon criteria stated in the Deferred Compensation Plan.

The option to opt out is currently irreversible and can take place only at plan inception or when an employee is hired/promoted to a management-level classification. If employee opts out of plan entirely, he/she will not receive said benefit.

All details of the Deferred Compensation Plan will be consistent with the requirements of the plan provider.

SECTION 7.00 UNIFORMS

Police Managers shall receive Uniform Allowance of \$1,025 per year which shall be paid in equal cash payments each pay period. The Uniform Allowance benefit is special compensation that is added to the employee's base salary as listed in the Public Employee Retirement Law; Section 571 (a)(5).

SECTION 8.00 RETIREE MEDICAL PLAN

Retirees are not required to, but may, continue in the existing City medical health plans upon retirement using the benefit monies under this section or self-pay.

Retirees wishing to purchase an alternative medical coverage after retirement shall receive reimbursement under this Section in quarterly payments on March 31st, June 30th, September 30th and December 31st of each year. A retiree who chooses not to continue in the existing City medical plans shall be required each year to provide proof to the City on or before January 16th that the retiree has used the retiree health payments from the City to pay accident or health insurance premiums as required by the Internal Revenue Service to render the City's retiree health contributions non-taxable. Acceptable "proof" includes, but is not limited to: 1) Copies of invoices from, and checks of premiums to, the accident or health plan insurance provider, or; 2) A copy of the applicable accident or health insurance plan along with a copy of the checks written by the retiree to pay for the premiums for the accident or health plan insurance. The quarterly payments shall begin the first full quarter after retiree has left service with the City.

Any reimbursement owed to the retiree for partial quarterly payments shall be made in the first quarter's benefit check.

(For example, if the retiree leaves May 1st, the first quarterly payment would be June 30th and would include reimbursement for the month of May.) Beginning July 1, 2002, the following benefit will be available:

After fifteen (15) years of service with the City - Fifty percent (50%) of the cost of the Kaiser Single or two party benefit, up to a maximum of \$1000 per month.

After twenty (20) years of service with the City- Seventy five percent (75%) of the cost of the Kaiser Single or two party, to a maximum of up to \$1,500 per month.

After twenty five (25) years of service with the City - One hundred percent (100%) of the cost of the Single or two party, to a maximum of up to \$2,000 per month.

For those who retire after ratification of this Memorandum of Understanding fifty percent (50%) of the above benefit will continue to any eligible surviving spouse or domestic partner, as long as the surviving spouse or domestic partner does not re-marry or enter into another domestic partnership recognized under California law.

Benefits - Employees Hired After January 1, 2013:

After fifteen (15) years of combined service as a member of the Union City Police Officers Association and Union City Police Management Association– Fifty percent (50%) of the cost up to the Kaiser Single benefit to a maximum of \$500 per month.

After twenty (20) years of combined service as a member of the Union City Police Officers Association and Union City Police Management Association – Seventy-five percent (75%) of the cost up to the Kaiser Single benefit, to a maximum of \$750 per month.

After twenty-five (25) years of combined service as a member of the Union City Police Officers Association and Union City Police Management Association – One hundred percent (100%) of the cost up to the Kaiser Single benefit, to a maximum of \$1000 per month.

Contributions

Bargaining unit members will contribute sixty dollars (\$60) per pay period to the Union City Retiree Medical Fund.

The City will contribute annually to the fund an amount reasonably necessary to fund the above benefit.

Retiree Medical Committee

Within one hundred and twenty days following the adoption of this agreement, the City and the UCPOA shall convene a joint committee for the limited purpose of exploring means to obtain a favorable tax treatment of the City's reimbursement of retiree medical expenses. Representatives of the UCPMA shall also participate in this joint committee. The parties shall implement any such changes agreed upon and memorialized in a side letter, during the term of this agreement.

SECTION 9.00 SALARIES

A. Longevity Pay

The City will compensate each bargaining unit member five percent (5%) of their base salary upon completion of their nineteenth (19th) year of permanent fulltime service as a sworn police officer. Such payments will commence with the first pay period after the employee's 19th anniversary as a full time sworn police officer.

B. Advancement in Pay:

Step Increase Reviews shall provide the means through which a bargaining unit member is evaluated and assigned to an appropriate salary level within his or her classification.

These reviews shall be completed separately before a Scheduled Step Increase. The following shall establish schedules, criteria and guidelines for Step Increase Reviews:

1. Scheduled Step Increases:

Bargaining unit member are eligible to receive Step Increases after meeting the following Time-in-Step Requirements:

<u>STEP</u>	<u>TIME-IN-STEP REQUIREMENT</u>
A	6 months
B	6 months
C	12 months
D	12 months
E	N/A

If warranted for the good of the service, or when an employee demonstrates outstanding performance of his/her duties, that employee may be advanced in step prior to the completion of the above Time-in-Step Requirements and/or may be advanced more than one (1) step. Such exceptions are contingent upon recommendation of the department head and approval of the City Manager.

If an employee is on leave without pay for more than one (1) month, the time on leave shall be deducted from the employee's accumulated Time-in-Step.

Step Increases, however, shall not be granted solely because an employee is eligible according to the above Time-in-Step Requirements. Eligibility is also dependent upon satisfactory job performance as determined by employee's supervisor.

C. Cost of Living Adjustment:

Effective pay day May 29, 2015, the City shall increase the salaries for all bargaining unit members by 5.00%.

Effective the payroll period including July 1, 2015, the City shall increase the salaries for all bargaining unit members by 5.0 %.

Effective the payroll period including July 1, 2016 the City shall increase the salaries for all bargaining unit members by 2.5%.

D. Comparable Compensation Surveys

Internal compensation surveys - In prior negotiations, the parties have used a 15% Total Compensation differential between Sergeants and Lieutenants and between Lieutenant and Captain positions.

Compaction surveys between Sergeant and Lieutenant positions will either include the average overtime and compensation time earned for Sergeants or exclude Administrative Leave for Lieutenants.

External compensation surveys - designed to compare total compensation between Union City Police Department Lieutenants and Captains and similar ranks of the established benchmark cities (Fremont, Hayward, Livermore, Milpitas, Newark, Pleasanton, Redwood City, San Leandro) shall include, at a minimum, the following criteria:

Total Salary Categories:

- Maximum monthly base salary
- Uniform Allowance
- Holiday Pay
- Educational Pay

Total Benefits Categories will be agreed upon by the parties prior to subsequent negotiations in determining the components that will be included in the Salary Compensation Study.

Examples:

- PERS EPMC (Employer Paid Member Contribution)
- PERS (Normal Cost)
- Deferred Compensation (Employer Paid)
- Medical
- Vision
- Dental
- OASDI
- Medicare
- Life Insurance
- LTD/STD
- Admin Leave and Overtime in cities where Lieutenants receive overtime compensation
- Special Management Benefits

Criteria may be modified in the salary surveys as mutually agreed upon by the CITY and UCPMA.

SECTION 10.00 RETIREMENT

The CITY shall contract with the California Public Employees' Retirement System to provide for the following retirement benefits as are currently referenced to Sections from the Government Code:

1. 3% @ Age 50 Benefit Formula as provided in Section 21362.2.
2. Indexed Level of the 1959 Survivor Benefit as provided in Section 21571 Level 1.
3. One-Year Fiscal Compensation as provided in Section 20042.
4. Prior Service Credit as provided in Section 20055. This is service rendered by the employee prior to the effective date of the contract with CalPERS.
5. Removal of Exclusion as provided in Section 20503. Positions that were previously excluded from membership may now be eligible for membership when requirements for membership are met. Previously excluded members may elect to purchase earlier service as "public service."

6. Pre-Retirement Option 2 as provided in Section 21548. Upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected Option 2W.
7. Benefits Payable to Surviving Spouse upon the death of an employee who qualified for retirement shall continue in full should the Spouse remarry as provided in Section 21551.
8. Military Credit for time served in active military or merchant marine service prior to employment with the City as Public Service as provided in Section 21024, provided such cost of this enhancement be fully borne by the employee.
9. Sick Leave Credit as provided in Section 20965 for any unused sick leave days will be converted to service credit at the rate of 0.004% years of service for each day of sick leave provided there is less than 120 days between the member's separation date and retirement date.
10. Non-Industrial Disability pursuant to Section 21427, providing an annuity equal to 30% of final compensation with five years of service increasing 1% for each year in excess of five years to a maximum of 50% of final compensation.
11. One-time lump sum payout of \$500 upon the death of a retiree paid to the retiree's survivor or retiree's estate pursuant to Section 21620.
12. COLA Adjustment of 2% beginning after the second calendar year after the year of retirement and each year thereafter provided the adjustment is not greater than the change in CPI-Section 21329.
13. Two Years Additional Service Credit to employees who retire within a specified period provided in Government Code Section 20903.

Pursuant to the provisions of Section 20691 of the California Government Code, the City shall pay the employee contribution (9%) in the employee's name the Public Employees' Retirement System. Such payments shall be implemented pursuant to the provisions of Section 20636 (c)(4) of the California Government Code, and reported to the Public Employees' Retirement System as compensation earnable.

SECTION 11.00 RETIREMENT BENEFITS

The City agrees to continue providing retirement benefits with the Public Employees Retirement System ("PERS") using the "single highest year" formula (Government Code Section 20042) with full reimbursement of the employee's contribution.

The City agrees to continue the PERS retirement plan known as "3% @ 50" (Government Code Section 21362.2) for all sworn personnel. The City shall report the Employer-Paid Member contribution (9% safety) to PERS as "special compensation" for purposes of calculating an employee's "single highest year" in accordance with Government Code Section 20042.

Newly hired sworn personnel hired after the adoption of the new retirement formula shall receive the PERS retirement plan known as "3.0% @ 55" (Government Code Section 1363.1) using the 36 month formula (Government Code Section 20037). The City shall report the Employer-Paid

Member Contribution to PERS as special compensation for the purpose of calculating an employee's "36 month average" in accordance with Government Code Section 20042.

Effective the May 29, 2015 pay check, all bargaining unit members will reimburse the City an additional 1.5% towards PERS retirement costs on a pre-tax basis.

Effective July 1, 2015, all bargaining unit members will reimburse the City an additional 1.5% towards PERS retirement costs on a pre-tax basis.

Pursuant to the provisions of Government Code Section (GCS) 20691, the City shall pay the employee contribution in the employee's name in the Public Employees' Retirement System. Such payments shall be implemented pursuant to the provisions of GCS 20636 (c)(4) and reported to the Public Employees' Retirement System as compensation earnable.

The City shall report the Employer-Paid Member contribution to PERS as "special compensation" for purposes of calculating as employee's "single-highest year" in accordance with GCS 20042.

New Members as Defined Pursuant to AB 340:

- The increased reimbursements described above shall not apply to "New Members" as defined by AB 340. The employee contributions shall be those established by AB 340.

SECTION 12.00 WORK SCHEDULES

Police Managers shall work a four day, ten hour per day (4-10), 40 hours per week work schedule. The City shall comply with all applicable laws regarding the use of time off. In structuring schedules, the Department Head shall be governed by the priority to provide quality service to the community and flexible scheduling opportunities shall remain solely at the City's discretion.

SECTION 13.00 SEPARABILITY

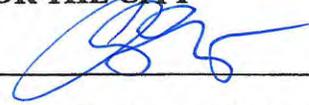
Should any section, clause, or provision of the Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions, and those other portions shall remain in full force and effect for the duration of this Agreement. Furthermore, the parties shall meet and confer pursuant to Government Code Sections 3500, et seq. for the purpose of arriving at a mutually satisfactory resolution regarding any invalid or unlawful provision.

SECTION 14.00 DURATION

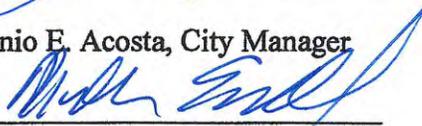
The Memorandum of Understanding shall be in effect for the period from January 1, 2015 to June 30, 2017, unless extended by mutual agreement by the parties.

SECTION 15.00 SIGNATURES

FOR THE CITY

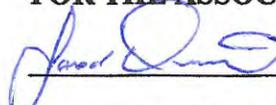


Antonio E. Acosta, City Manager



Mark Evanoff, Deputy City Manager

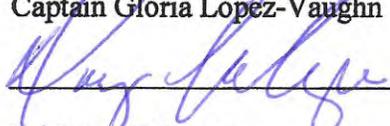
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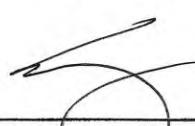
Captain Jared Rinetti



Captain Gloria Lopez-Vaughn



Lt. Doug Calcagno



Lt. Travis Souza