



**UNION  
CITY**

**CITY OF UNION CITY  
PROFESSIONAL EMPLOYEES' GROUP**

**MEMORANDUM OF UNDERSTANDING**

**July 1, 2017 through December 31, 2018**

# Index

<b>1.00 RECOGNITION .....</b>	<b>4</b>
1.01 RECOGNITION.....	4
1.02 NO DISCRIMINATION .....	4
1.03 CONTRACTING OUT.....	4
<b>2.00 SICK LEAVE .....</b>	<b>5</b>
2.01 SICK LEAVE ACCRUAL.....	5
2.02 SICK LEAVE UTILIZATION .....	5
2.03 SICK LEAVE NOTICE AND CERTIFICATION .....	5
<b>3.00 EMPLOYMENT LEAVE .....</b>	<b>6</b>
3.01 PERSONAL LEAVE .....	6
3.02 BEREAVEMENT LEAVE .....	6
3.03 JURY DUTY .....	6
3.04 MILITARY LEAVE.....	6
3.05 UNPAID LEAVE OF ABSENCE .....	7
3.06 VACATION.....	7
3.07 HOLIDAYS.....	8
3.08 CHRISTMAS EVE OBSERVANCE .....	9
3.09 COMPENSATION FOR HOLIDAYS WORKED.....	9
3.10 OCCUPATIONAL INJURY LEAVE .....	9
<b>4.00 COMPENSATION .....</b>	<b>9</b>
4.01 COMPENSATION.....	9
4.02 ACTING PAY .....	10
4.03 CALL BACK PAY AND OVERTIME.....	10
4.04 MEAL ALLOWANCE.....	10
4.05 BILINGUAL PAY .....	10
<b>5.00 PROBATIONARY PERIOD.....</b>	<b>11</b>
<b>6.00 HEALTH AND WELFARE BENEFITS .....</b>	<b>11</b>
6.01 MEDICAL PLAN.....	11
6.02 WEEKLY INCOME PLAN.....	11
6.03 LIFE INSURANCE.....	11

6.04 LONG TERM DISABILITY .....	11
6.05 COORDINATION OF BENEFITS.....	12
<b>7.00 RETIREMENT BENEFITS.....</b>	<b>12</b>
7.01 PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) .....	12
<b>8.00 MISCELLANEOUS PROVISIONS .....</b>	<b>13</b>
8.01 EDUCATIONAL REIMBURSEMENT .....	13
8.02 FLEXIBLE SCHEDULING .....	13
8.03 SAFETY SHOE/EQUIPMENT PURCHASE .....	13
<b>9.0 GRIEVANCE PROCEDURE.....</b>	<b>14</b>
<b>10.00 MISCELLANEOUS .....</b>	<b>15</b>
<b>11.00 SEVERABILITY .....</b>	<b>15</b>
<b>12.00 SURVEY.....</b>	<b>15</b>
<b>13.00 DURATION .....</b>	<b>15</b>

Note: Signatures are on Page 16

MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF UNION CITY  
AND  
UNION CITY PROFESSIONAL EMPLOYEES

We, the undersigned, duly appointed representatives of Union City Professional Employees Group, hereinafter referred to as the "Professional Group", and the City of Union City, hereinafter referred to as "City," having met and conferred in good faith, do hereby jointly prepare and execute this Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda affecting the Professional Group as well as other terms and conditions set forth in resolutions and ordinances referenced herein.

**1.00 RECOGNITION**

**1.01 RECOGNITION**

The City recognizes the Professional Group as the sole and exclusive bargaining representative for the following full-time classification as well as any new, related classifications created on or after January 1, 1999, upon mutual consent between the City and the Professional Group: Accountant, Assistant Planner, Associate Planner, Case Manager, Deputy City Clerk, Engineer I (Civil), Engineer II (Civil), Engineer III (Civil), Environmental Programs Inspector, Intervention Counselor, Payroll Technician, Recreation Supervisor, Senior Accountant, Senior Building/Code Compliance Inspector, Senior Planner, Senior Recreation Supervisor, Senior Systems Analyst, Transit Planner.

The Professional Group represents City employees whose job classifications require a significant amount of education, training or experience and/or a license or certificate from a state or private authority.

**1.02 NO DISCRIMINATION**

The City and Professional Group agree that they shall not discriminate in anyway in account of race, creed, sex, age, national origin, political affiliation or handicap status.

**1.03 CONTRACTING OUT**

The City agrees to notify the Professional Group at least sixty (60) days prior to contracting out work which will result in the reduction of positions or lay off of members. The City will advise the Professional Group of any requests for proposals issued for work. The City will give the Professional Group three (3) weeks' notice prior to contracting out work, which does not result in a reduction in force. When the City contracts out work not resulting in a reduction in force/layoff and unless extraordinary circumstances exist (pending reorganizations, hiring freeze(s), pending classification

studies, etc.) such contracts shall not exceed (6) months, and shall not be made higher than the hourly equivalent of mid ("C/3") step of the respective pay range.

## **2.00 SICK LEAVE**

### **2.01 SICK LEAVE ACCRUAL**

Employees shall earn eight (8) hours sick leave per month (3.69 hours per pay period) without limit on accumulation.

Employees absent without pay for more than thirty-six (36) hours during a two week pay period shall not earn sick leave benefits for that pay period. Sick leave shall be taken in periods of no less than one- quarter hour.

### **2.02 SICK LEAVE UTILIZATION**

Sick leave may be utilized due to the employee's personal sickness, injury, maternity leave, sickness or injury in the immediate family, in accordance with the provisions outlined in Administrative Policy Memorandum No. 21, Administration of Sick Leave, which shall serve as the operating guideline for both employees and management. Employees shall, whenever possible, make appointments for medical, dental, and similar purposes on non-work hours. If this is not possible, sick leave may be used for these purposes for a minimum of one hour and shall not exceed four (4) hours except in unusual circumstances.

### **2.03 SICK LEAVE NOTICE AND CERTIFICATION**

In order to receive compensation while absent on sick leave, the employee or someone on his/her behalf shall notify his/her immediate supervisor prior to or within one (1) hour after the time set for reporting to work except in extenuating circumstances. When an absence is three (3) consecutive workdays or more, the employee is required to file a physician's certificate stating the cause of absence with the supervisor for forwarding to the Human Resources Director. When absence, is for three (3) consecutive workdays or more and is due to sickness or injury in the immediate family, the employee is required to file a physician's certificate stating family member's cause of illness with the supervisor for forwarding to the Human Resources Director.

### **3.00 EMPLOYMENT LEAVE**

#### **3.01 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. A maximum of eight (8) hours, not used during the fiscal year, may be accumulated in addition to the regular twenty (20) hour allowance, increasing the Personal Leave allowance to twenty-eight (28) hours within a fiscal year. In addition, employees who have accumulated a minimum of 100 hours of sick leave on July 1 of the fiscal year may utilize eight (8) additional hours of accumulated sick for Personal Leave during the ensuing fiscal year. Employees who have accumulated 200 hours of sick leave by the beginning of the fiscal year may utilize twelve (12) additional hours of accumulated sick leave for Personal Leave purposes. Personal Leave hours credited under this provision are non-cumulative.

The maximum number of Personal Leave hours available in any fiscal year is forty (40) hours, for an employee who is credited with the annual twenty (20) hours, accumulated the allowable eight (8) hours and is eligible for the additional twelve (12) hours if he/she has a cumulative balance of 200 sick leave hours on July 1st. The employee must request Personal Leave at least 48 hours (2 days) prior to time of utilization. In cases of need, the immediate supervisor may waive the 48-hour notification procedure.

#### **3.02 BEREAVEMENT LEAVE**

Employees shall be granted paid bereavement leave not to exceed forty (40) consecutive hours upon the death of an employee's immediate family. Close relatives are defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepfather, stepmother, stepchild, domestic partner, and other individuals residing in the household for whom 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. Employees shall also be granted time off to attend funerals of fellow employees consistent with the operating requirements.

#### **3.03 JURY DUTY**

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. Employees shall not be required to report to work on any day when responding to said summons. Employees are required to submit verification of jury leave attendance to their supervisor promptly upon return to work. The juror badge attached to the jury summons notice does not qualify as verification of attendance.

#### **3.04 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.

### 3.05 UNPAID LEAVE OF ABSENCE

The City Manager, upon written request of a full-time employee other than a probationary employee, 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 approval leave of absence without pay for an additional period, said extension not to exceed an additional one (1) year. Leave may be granted if it does not have an unduly adverse impact on the service, the purpose of the leave would be beneficial to the City, or would meet some pressing and extreme need of the employee. Leave hereby authorized may include major medical or disability leave, educational leave, maternity leave, and leave for any other purpose promoting the good of the service. Whenever granted, such leave shall be in writing and signed by the City Manager.

Upon expiration of such a leave, the employee shall be reinstated to the position held at the time the leave was granted and said employee shall retain his/her 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 or within reasonable time after notice to return to duty shall terminate his/her right to be reinstated.

### 3.06 VACATION

Vacation leave shall be earned by all employees at the rates indicated in the following table. Employees may not use vacation leave during the first six months of service except during Holiday Furlough period between Christmas Day and New Year's Day when City offices are closed to the public. Employees absent without pay for more than thirty-six (36) hours during a pay period do not earn vacation benefits for that pay period.

Employees not using at least 40 hours vacation per fiscal year shall have their accumulated vacation allowance charged for the difference between actual vacation leave taken and 40 hours.

Years of Completed Service	Bi-Weekly Accrual Rate	Annual Accrual Rate
0-3 years	3.08 hours	80 hours
4-9 years	4.62 hours	120 hours
10-12 years	5.23 hours	136 hours
13-15 years	6.15 hours	160 hours
16+ years	7.69 hours	200 hours

Employees shall accrue vacation leave time based on years of service and may accumulate up to two (2) times the annual accrual rate based on years of completed service.

Employees may sell back up to eighty (80) hours of vacation to the City per fiscal year, provided a

minimum of 80 hours of vacation or compensating time off is taken and a minimum 40 hour vacation balance is maintained.

Employees shall receive cash payment for unused vacation, payable at their current salary rate at the time of separation.

<u>Amount of Leave Requested</u>	<u>Prior Notice Required</u>
40-hour or more	2 weeks
Less than 40 hours	Day for day proportional period with a minimum of 24 hours (e.g. 3-days requested-3 days prior notice)

The supervisor may waive these notification periods.

### **3.07 HOLIDAYS**

The City shall observe the following guaranteed holidays:

New Year's Day	January 1
Martin L. King Jr. Birthday	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	3 <sup>rd</sup> Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Each employee shall also be granted 27 hours floating holiday time each fiscal year, which may be scheduled for use upon approval. All floating holidays must be used within the fiscal year earned, and may not be cashed out. In the event a designated holiday falls upon a normal day off, which is a Saturday, the employee shall observe the previous day off as the holiday. In the event a designated holiday falls on a normal day off, which is a Sunday, the employee shall observe the following day as the holiday.

If an employee is hired or separates from City employment during the fiscal year, the number of floating holiday accruals shall be prorated based on when the holiday occurs, and the City shall



recover any over payments from separated employee for holiday time advanced.

### **3.08 CHRISTMAS EVE OBSERVANCE**

If Christmas Day falls on a Saturday, the Christmas Day holiday is observed on Friday; the Christmas Eve holiday is then observed on Thursday. If Christmas Day falls on a Sunday, the Christmas Day holiday is observed on Monday and the Christmas Eve holiday is observed on Friday.

### **3.09 COMPENSATION FOR HOLIDAYS WORKED**

Prior approval for holiday work must be obtained from the City Manager, except in an emergency situation where said approval cannot be obtained. Work performed on a holiday shall be compensated at time and one-half the straight time hourly rate, in addition to regular salary.

### **3.10 OCCUPATIONAL INJURY LEAVE**

For employee injury or disability falling within the provisions of the State Worker's Compensation Disability Act, additional compensation equal to the difference between eighty-five percent (85%) of said employee's regular pay and his/her disability compensation allowance shall be paid for a total not to exceed 176 hours per year, or equal to one-half the amount of the employee's accumulated sick leave whichever is greater. In no case shall the employee's compensation while on occupational injury leave be less than the employee's regular pay, nor shall the employee's compensation while on occupational injury leave be greater than the employee's regular pay. Included in the calculation of the 176 hours granted will be compensation for any waiting period. Following exhaustion of this benefit, employee may utilize accumulated sick leave to the extent available to make up the difference between said employee's regular pay and his/her disability compensation insurance.

## **4.00 COMPENSATION**

### **4.01 COMPENSATION**

Effective the first full payroll period in July 2018, the following classifications shall receive a 2.5% equity adjustment:

- Accountant
- Associate Planner
- Civil Engineer I
- Civil Engineer II
- Case Manager
- Intervention Counselor

The Professional Group agrees to allow mandatory direct deposit for all Professional Group members to be maintained upon ratification of this MOU.

#### **4.02 ACTING PAY**

An employee assigned in writing by the department head and who pursuant to such assignment does assume and perform all of the ordinary day-to-day duties and responsibilities of a position of higher classification for three (3) or more cumulative working days, shall be paid an additional five percent (5%) of the regular pay of his/her own classification, or the first step of the higher classification, whichever is greater for such time worked in the higher classification.

#### **4.03 CALL BACK PAY AND OVERTIME**

An employee called back to work on his/her day off or called back to work after he/she has completed his/her regular shift working day and has left his/her place of employment shall be paid a minimum of two (2) hours at time and one-half of his/her regular hourly rate of pay. It is expressly understood an employee who works overtime immediately subsequent to his/her regular work shift, or an employee who works scheduled overtime immediately subsequent prior to his/her regular work shift will be compensated at the overtime rate of pay for the time actually worked, with no minimum number of hours of overtime guaranteed. All time worked beyond a normal work day shall be paid at time and one-half the straight time pay or accumulated as compensatory time off at time and one-half straight time rate. An employee may select compensatory time off in lieu of pay for overtime. In such a case, compensatory time off may be accrued to a maximum of two hundred forty (240) hours.

Hours earned beyond the maximum will be paid out in the employee's paycheck. Compensatory hours may be cashed out up to 120 hours at the end of the fiscal year only provided 80 hours of vacation and compensatory have been used.

#### **4.04 MEAL ALLOWANCE**

A meal allowance of \$10.00 shall be given, or at the option of the City, an equivalent meal provided an employee who works two or more hours immediately following a regular shift, and for each four (4) hours thereafter. If a meal is eaten, the receipt for the meal must be submitted for reimbursement.

#### **4.05 BILINGUAL PAY**

The City will compensate each Professional Employee Group member one hundred dollars (\$100) per month (\$46.15 per pay period) as compensation for providing bilingual skills, oral and written. All employees requesting compensation under this agreement must pass a City test. The test may examine the employee's ability to converse fluently, read and/or write in a language other than English.

The City reserves the right to determine the need for a specific language and the number of employees required to provide bilingual skills in each language. Compensated employees agree to utilize their bilingual skills whenever called upon.

## **5.00 PROBATIONARY PERIOD**

The probationary period for all Professional Group employees shall be 2080 hours (12 months).

## **6.00 HEALTH AND WELFARE BENEFITS**

### **6.01 MEDICAL PLAN**

Effective with the pay period including January 1, 2017, the City agrees to contribute to the cafeteria plan, up to Two Thousand Dollars (\$2000) per month toward the cost of medical, dental and vision premiums for all bargaining unit members, regardless of the plan in which they are enrolled.

This monthly contribution includes the City's basic employer contribution for health premiums under PEMCHA which City Council Resolution No. 2279-02 set as the minimum required under PEMCHA. Employees shall pay premium costs exceeding the City's maximum contribution amount.

The City agrees to advance the cost of medical, dental and vision premiums 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 months of return to work or upon termination. Retirees may elect to continue coverage with the group medical plan at retiree's cost.

Employees who are also covered for medical benefits through a spouse's or other alternative medical insurance coverage may elect not to enroll in a city group medical plan. In lieu of medical insurance premiums, the City will contribute the amount of \$300.00 per month to the employee's deferred compensation account, or pay employees \$300.00 per month in cash, at the employee's option. Approval for the deferred compensation option is subject to acceptance of satisfactory certification of spousal or other alternative medical coverage by the Human Resources Department.

The Professional Employees Group agrees to meet and confer with the City regarding the potential re-structuring of employee medical insurance benefits, with the understanding that such discussions are not intended to reduce employee benefits, but rather, to assist the City in controlling its medical insurance costs and increase administrative flexibility.

### **6.02 WEEKLY INCOME PLAN**

City agrees to pay a maximum of \$12.50 per month for premium for disability insurance coverage for represented employees. Employees shall be responsible for payment of monthly premiums in excess of \$12.50.

### **6.03 LIFE INSURANCE**

City agrees to provide life insurance and AD&D coverage of \$100,000.

### **6.04 LONG TERM DISABILITY**

The City agrees to pay \$12.50 per month per employee for long-term disability insurance coverage, which provides 60-day elimination period, and 60% benefits for a maximum monthly payment of \$7,000 at age 65. The City and the employee shall pay any increase in the monthly premium in excess of \$12.50 per month equally.

## **6.05 COORDINATION OF BENEFITS**

It is expressly understood that if eligibility for Weekly Income Plan and LTD overlaps, the LTD program benefit level shall be maintained as long as the same insurance carrier provides both plans.

## **7.00 RETIREMENT BENEFITS**

### **7.01 PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)**

#### **7.01.01 Classic Members**

Consistent with its historical practice, the City pays to CalPERS the full share of the employee contributions to CalPERS and reports the payments as Employer Paid Member Contributions (EPMC). For classic members receiving payments based on the 2.5% at 55 formula, these payments are equal to 8% of the member employees' reportable income. For classic members receiving payments based on the 2% at 60 formula, these payments are equal to 7% of the member employees' reportable income.

**2.5% at 55:** Classic Members hired prior to November 24, 2010 are provided benefits under the CalPERS 2.5% at 55 retirement formula. Beginning June 5, 2006, the City and PEG agreed to employee cost sharing. The historical cost sharing payments made by these employees is as follows:

- Effective June 5, 2006, 3.5%.
- Effective July 26, 2010, 4.5%.
- Effective February 12, 2013, 8%.
- Effective May 25, 2015, 8.5%.
- Effective June 22, 2015, 9%.
- Effective June 20, 2016, 9.5%.

**2% at 60:** Employees hired on or after January 1, 2011 are provided benefits under the CalPERS 2% at 60 retirement formula. The Parties also agree to employee cost sharing to cover a portion of the costs of the City's CalPERS contributions. The historical cost sharing payments made by these employees is as follows:

- Effective January 1, 2011, 7%.
- Effective May 25, 2015, 7.5%.
- Effective June 22, 2015, 8%.
- Effective June 20, 2016, 8.5%.

#### **7.01.02 New Members**

CalPERS new members hired by the City on or after January 1, 2013 are provided pension benefits using a 2.0% at 62 formula effective January 1, 2013. CalPERS new member employees have historically contributed to the CalPERS system at the following rates:

- Effective January 1, 2013, 7%

- Effective May 29, 2015, 7.5%
- Effective July 1, 2015, 8%
- Effective July 1, 2016, 8.5%

## **8.00 MISCELLANEOUS PROVISIONS**

### **8.01 EDUCATIONAL REIMBURSEMENT**

When an employee voluntarily and with prior approval of his/her department head and the 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 Professional Group members, to be distributed by the Professional Group in accordance with its own procedure. If the books are turned over to the City upon course completion, the City shall reimburse the employee for the costs of the books. Where the class is of unusual value and cannot be scheduled during the employee's off hours, the employee may be excused at no loss of pay.

For purposes of this Section, costs incurred by employees for obtaining and maintaining professional certification or registration, including but not limited to AICP and Registered Civil Engineer status, shall be reimbursable so long as conditions of approval and course completion are met.

### **8.02 FLEXIBLE SCHEDULING**

Flexible scheduling is available to employees when the schedule is mutually agreeable between the employee and the supervisor. Flexible scheduling may be implemented only when it is determined that such arrangements will not interfere with service delivery and general operational effectiveness. It is expressly understood that flexible scheduling shall not apply to any operation in which the staffing level is insufficient to provide continuous service availability during normal operating hours.

### **8.03 SAFETY SHOE/EQUIPMENT PURCHASE**

Effective 7-1-17, the City agrees to pay eligible bargaining unit employees (those required to purchase and wear construction type, hard-soled boots to be worn on the job consistently) \$250.00 in the second pay period of each fiscal year. Effective 7-1-18, this amount shall adjust to \$300 per fiscal year. The Safety Committee shall develop a list of available boots meeting these requirements. Classifications required to wear construction type, hard-soled boots consistently are:

- Engineer I, II, III
- Environmental Programs Inspector
- Sr. Building/Code Compliance Inspector

Employees who have occasion to wear construction type, hard-soled boots on an inconsistent or incidental basis, who believe that a City-paid pair of safety shoes are required or needs replacement,

shall contact the Human Resources Director, who shall determine available allowance and authorize a safety shoe purchase. An employee may elect to receive City-paid basic prescription safety glasses no more than once every two years, based on the employee's VSP eligibility period. "Basic prescription safety glasses are defined as those furnished with shatterproof lenses, scratch resistant coating, tinting, and side shields, but not including cosmetic lens treatments such as grinding or upgraded frames."

**9.0 GRIEVANCE PROCEDURE**

A grievance shall be defined as any dispute, which involves the interpretation or application of the agreement and scope of representation. At the time of initial filing of a grievance involving a disciplinary matter, the employee must elect to utilize either the grievance procedure contained in the Memorandum of Understanding, or the grievance procedure outlined in the City Personnel Rules, Section 12.00. Election of either procedure shall preclude utilization of the other.

Grievance submitted in writing pursuant to this provision shall cite the section of the MOU alleged to have been violated. The parties recognize disputes shall be resolved expeditiously at the lowest possible administrative level, notwithstanding the right and desirability of the employee or Professional Group to bypass the initial steps if the case involves decision making at a higher administrative level.

Step 1:

The employee and/or his/her representative may present the grievance informally, in writing, or orally, to the immediate supervisor within ten (10) working days of the occurrence of the dispute or ten (10) working days from such time as the employee or Professional Group could have reasonably been aware of the occurrence. The supervisor shall respond within ten (10) days of submittal by/or discussion with the grievant.

Step 2:

Should the grievance remain unresolved at Step 1, the grievance may be submitted to the department head or his/her designee within ten (10) working days of the discussion held in Step 1. A written response will be given to the employee and the Professional Group within seven (7) working days of submittal to the department head or his/her designee.

Step 3:

Should the matter remain unresolved, the grievance will be submitted to the Administrative Services Director and/or the City Manager and assigned Professional Group representative (as selected by the Professional Group) who shall meet within twenty (20) working days of receipt of the grievance from Step 2 and attempt to resolve the grievance. The Human Resources Director or City Manager shall provide a written response within ten (10) working days of the date of the discussion with the Professional Group.

Step 4:

Should the matter remain unresolved, either party may request the involvement of a Factfinder within thirty (30) days of the meeting held in Step 3. The names of five (5) Factfinders shall be obtained from the State of Conciliation Service. The City and Professional Group shall alternatively strike names from the list beginning by a coin flip until one name remains. The City and the Professional Group agree to divide the cost equally of said Factfinder. The Factfinder designated to hear the dispute shall be authorized to submit a recommendation to the parties to resolve the dispute. Said recommendation must be accepted by both the Professional Group and the City Council in order to become effective. In the event either party rejects the recommendation the action previously taken or any compromise settlement reached in Steps 1 through 3 of the grievance procedure shall stand, or other action by the City Council, or the Professional Group may be considered.

The Factfinder shall have no power to make recommendation, which would change, add, delete, or otherwise amend this Agreement, Rules, Regulations or Resolution of the City by reason of his/her recommendation, but shall be limited to the interpretation thereof. Parties who have direct knowledge of circumstances relating to the grievance may be present at the request of either party during any stage of proceedings. In the case of employees, they shall be compensated at their regular rate of pay for actual time spent at such meetings. The time between the steps of the procedure may be extended by mutual agreement; all requests for and agreements to extend the deadline shall be confirmed in writing. Failure by the employee or Professional Group to follow the time limits unless extended by mutual agreement shall cause the grievance to be considered withdrawn. Failure by the City to follow time limits unless extended by mutual agreement shall cause the grievance to be settled in favor of the employee.

#### **10.00 MISCELLANEOUS**

The City agrees to continue all existing conditions and provisions of the current Memorandum of Understanding in full force and effect for the duration of the Agreement.

#### **11.00 SEVERABILITY**

Should any section, clause, or provision of the Memorandum of Understanding 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 hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

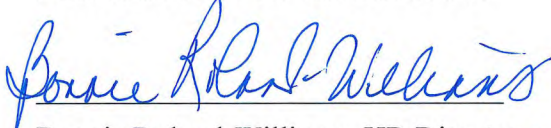
#### **12.00 SURVEY DATA**

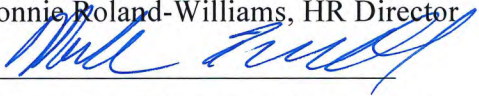
The City agrees to make available to Professional Group bargaining representatives, all compensation and benefits comparison data compiled by the City's negotiations team.

#### **13.00 DURATION**

This agreement shall continue in full force and effect from July 1, 2017 through December 31, 2018.


FOR THE CITY OF UNION CITY:

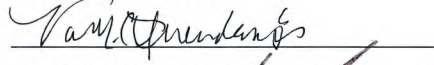
  
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Bonnie Roland-Williams, HR Director

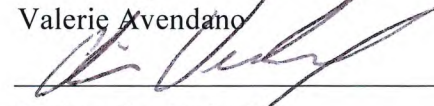
  
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Mark Evanoff, Deputy City Manager

7/5/18  
\_\_\_\_\_  
Date

FOR THE PROFESSIONAL EMPLOYEES' GROUP:

  
\_\_\_\_\_  
Sergio Abundis

  
\_\_\_\_\_  
Valerie Avendano

  
\_\_\_\_\_  
Christopher Valuckas

7/3/18  
\_\_\_\_\_  
Date



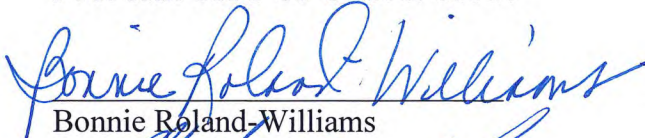
**Side Letter to the 2017-2018  
Memorandum of Understanding  
Between  
The City of Union City  
and  
Professional Employees' Group**

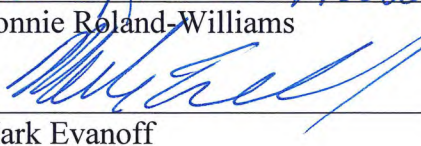
The City of Union City ("City") and the Professional Employees' Group ("PEG") (collectively the "Parties") hereby agree to modify and clarify the following section of the current Memorandum of Understanding with effective dates of July 1, 2017 to December 31, 2018, as indicated by the deleted (strikethrough) and new (underlined) language below.

**2.03 Sick Leave Notice and Certification**

In order to receive compensation while absent on sick leave, the employee or someone on his/her behalf shall notify his/her immediate supervisor prior to or within one (1) hour after the time set for reporting to work except in extenuating circumstances. When an absence is three (3) consecutive workdays or more, the employee may be required to file a physician's certificate confirming period(s) of disability due to illness/injury with the supervisor for forwarding to the Human Resources Director. When absence, is for three (3) consecutive workdays or more and is due to sickness or injury in the immediate family, the employee is required to file a physician's certificate stating family member's period(s) of disability due to illness/injury with the supervisor for forwarding to the Human Resources Director.

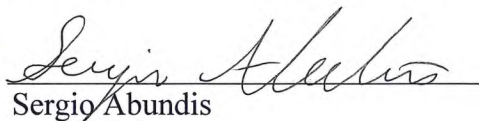
FOR THE CITY OF UNION CITY:

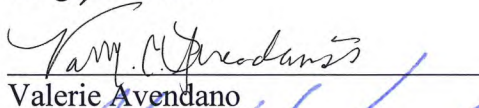
  
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Bonnie Roland-Williams

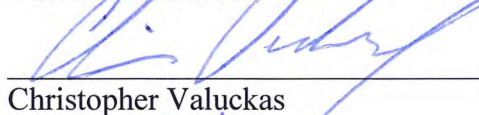
  
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Mark Evanoff

7/5/18  
\_\_\_\_\_  
Date

FOR THE PROFESSIONAL EMPLOYEES' GROUP:

  
\_\_\_\_\_  
Sergio Abundis

  
\_\_\_\_\_  
Valerie Avendano

  
\_\_\_\_\_  
Christopher Valuckas

7/2/18  
\_\_\_\_\_  
Date