



**UNION
CITY**

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

MEMORANDUM OF UNDERSTANDING

January 1, 2022 through December 31, 2024

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**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.

1.0 RECOGNITION

1.01 RECOGNITION

The City recognizes the Professional Group as the sole and exclusive bargaining representative for the full-time classification listed in Appendix A as well as any new, related classifications created on or after January 1, 1999, upon mutual consent between the City and the Professional Group

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 any way on 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.

1.04 MEETING FACILITIES

The City shall reasonably make available conference rooms, other meeting areas, and virtual platforms for the purpose of holding Unit meetings during off-duty time periods at no cost to the Unit. Requests for such facilities must follow established procedures with appropriate City representatives, and whenever possible, notice shall be given by the Unit forty-eight (48) hours in advance of a meeting in a conference room or other meeting area.

1.05 UNIT REPRESENTATION

The Unit may select two (2) unit leaders from our bargaining unit. The Unit shall promptly advise the City Manager or designee in writing of the names of the unit leaders. Unit leaders will be allowed reasonable time off during regular work hours without loss of compensation or other benefits when engaged in investigating and assisting employees at their work location in the resolution of grievances.

Unit leaders shall be granted reasonable access to employee work locations upon advising appropriate management personnel. The City shall further allow a reasonable number of Unit negotiating team members reasonable time off during regular working hours without loss of compensation or other benefits when engaged in negotiations with City representatives. City and Unit further agree that good labor relations are fostered and maintained through prompt, decisive, and fair adjustment of individual grievances at the lowest possible administrative level.

The City agrees to notify the Unit leaders each month of all new or promoted employees hired into positions represented by the Unit. The City shall provide each newly hired or promoted represented employee with a copy of the Memorandum of Understanding.

The City shall provide a reasonable release time to the Unit leader or their designee to make a 15-minute presentation about PEG.

2.0 COMPENSATION

2.01 COMPENSATION

- Effective the first payroll following the City Council approval of this Agreement, all classifications in the bargaining unit shall receive a 3.0% salary increase. In addition to the salary increase, the City will provide a one-time lump sum payment equivalent to the value of a three percent (3%) salary increase for the period of the first full pay period in January through the implementation of the three percent (3%) salary increase referenced above.
- Effective the first payroll after January 1st, 2023, all classifications in the bargaining unit shall receive a 3.0% salary increase.

- Effective the first payroll after January 1st, 2024, all classifications in the bargaining unit shall receive a 3.0% salary increase.

Effective May 30, 2022, following City Council approval, the following classifications shall receive a one-time equity adjustment to the base rate:

Position	Adjustment
Accountant	3.07%
Assistant Planner	4.14%
Associate Planner	1.2%
Case Manager	2.67%
Engineer I	6.26%
Engineer II	3.48%
Engineer III	4.9%
Payroll Tech	4.26%
Rec Supervisor	7.44%

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

Salary Step increases shall be implemented in the following manner:

- An employee who is eligible for a step increase and whose anniversary date occurs during the first seven (7) days of the pay period shall have their step increase implemented on the first day of the pay period during which the anniversary date occurs.
- An employee who is eligible for a step increase and whose anniversary date occurs during the last seven (7) days of the pay period shall have their step increase implemented on the first day of the following pay period.

2.02 ACTING PAY

An employee assigned in writing by the department head or their designee 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 their own classification, or the first step of the higher classification, whichever is greater for such time worked in the higher classification.

2.03 CALL-BACK PAY AND OVERTIME

An employee called back to work on their day off or called back to work after he/she has completed their regular shift working day and has left their place of employment shall be paid a minimum of two (2) hours at time and one-half of their regular hourly rate of pay. It is expressly understood an employee who works overtime immediately subsequent to their regular work shift, or an employee who works scheduled overtime immediately subsequent prior to their 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 workday 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.

2.04 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.

2.05 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.

3.0 LEAVE

3.01 ADMINISTRATIVE LEAVE (for FLSA Exempt Employees)

In lieu of paid overtime, FLSA Exempt Professional employees shall receive seventy (70) hours of Administrative Leave at the beginning of each fiscal year. In addition, those FLSA Exempt Professional employees whose work assignments require additional work effort and/or attendance at evening and/or weekend meetings and/or special events on behalf of the City above and beyond 70 hours per fiscal year shall be eligible for an additional forty (40) hours per fiscal year of Administrative Leave for a total of 110 hours.

The guidelines for making use of Administrative Leave will be as follows:

1. Personnel shall submit a memorandum requesting time off under Administrative Leave Provisions. Such requests shall be submitted directly to their department heads. Department heads will approve or deny the request 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 1 to June 30.
4. For fiscal year 2021-2022, unused Administrative Leave may be accumulated up to a maximum of two hundred and forty (240) hours or may be cashed out as requested by the employee at the end of the fiscal year only. Said payment shall be based upon the employee's salary rate at the time of the cash out request. The unused 240-hour accumulation does not include the Additional Administrative Leave identified in Section 2.01(8) below.
5. Effective calendar year 2023, and every calendar year thereafter, under the following conditions FLSA exempt employees may make an irrevocable election to sell back to the City accrued administrative leave per fiscal year at the employee's base rate of pay. FLSA exempt employees may make an irrevocable election to sell back to the City up to seventy (70) hours. At the time of distribution, the following must be true:
 - The employee is in good standing and meeting performance expectations on the last performance evaluation received.
 - The employee must have taken a minimum of eighty (80) hours of vacation, holiday and/or administrative leave in the preceding twelve (12) months.

Requests to sell back administrative leave must be received by Payroll no later than December 31 for the following year's election.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave.
6. Administrative Leave for employees hired after July 1 or leave prior to June 30th of the following year will be prorated.
7. Employees may not use Administrative Leave during their first six months of service. Exceptions to this rule may be granted by Department Heads and the City Manager.
8. The first 10 (ten) hours of additional Administrative Leave awarded will be deposited in the same leave bank as regular, recurring Administrative Leave, (70 hours). Additional Administrative Leave awarded above 10 hours will be loaded in a separate Administrative Leave bank and must be used during the fiscal year awarded. These hours are awarded for the prior year's work and may not be accumulated or cashed out.
9. Upon separation from the City or upon the start of an extended leave from City employment (e.g. military duty, etc.), employees shall receive cash payment on a prorated basis for unused Administrative Leave. Said payment(s) shall be based upon the employee's accrued Administrative and base salary rate at the time of separation or upon the start of an extended leave from City employment.

The award of Administrative Leave is subject to the recommendation of the Department Head and approval by the City Manager.

3.02 BEREAVEMENT LEAVE

Employees shall be granted paid bereavement leave not to exceed (5) workdays upon the death of an employee's immediate family. The five days may be taken non-consecutively. 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 the employee has legal guardianship. In addition, employees may be granted one (1) workday paid bereavement leave to attend the funeral of a close relative not in the employee's 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 HOLIDAYS

The City shall observe the following guaranteed holidays:

New Year's Day	January 1
Martin L. King Jr. Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	3rd Monday in May
Juneteenth (beginning calendar year 2023)	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Effective fiscal year 2022-2023, each employee shall also be granted 24 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.

Should the holiday fall on a Dark(non-working) Friday, eight (8) additional floating holiday hours shall be added to each employee's floating holiday bank in the pay period immediately before the holiday.

A. 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.

B. 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.

3.04 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. 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.

3.05 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.

3.06 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 their 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, an employee may utilize accumulated sick leave to the extent available to make up the difference between said employee's regular pay and their disability compensation insurance.

3.07 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.

3.08 SICK LEAVE

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.

Professional employees shall be allowed to convert sixty (60) hours of unused Sick Leave per fiscal year to their Vacation Time Bank provided the employee maintains a balance of four hundred eighty (480) hours of Sick Leave. 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.

1. 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. Notice and Certification

In order to receive compensation while absent on sick leave, the employee or someone on their behalf shall notify their 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.

3.09 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 approved 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 their 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 a reasonable time after notice to return to duty shall terminate their right to be reinstated.

3.10 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 the 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.

Years of Completed Service	Bi-Weekly Accrual Rate	Annual Accrual Rate
0-3 Years	3.08 hours	80 hours
4-8 Years	4.62 hours	120 hours
9-12 Years	5.38 hours	140 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 shall provide notice to their supervisor prior to taking vacation consistent with the table below.

Amount of Vacation Requested	Prior Notice Required
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.

A. Vacation Sell back

For calendar year 2022, employees shall have the option of receiving an annual cash payment for up to eighty (80) hours of Vacation Leave provided an eighty 80-hour vacation balance is maintained after cash out. Employee request for cash payment must be submitted to the Payroll Administrative Services Department no later than June 1st and cash payment shall be made at the end of the fiscal year.

Effective calendar year 2023, under the following conditions employees may make an irrevocable election to sell back to the City up to eighty (80) hours of accrued vacation leave per year at the employee's base rate of pay. At the time of distribution, the following must be true:

- The employee is in good standing and meeting performance expectations on the last performance evaluation received.
- The employee must have taken a minimum of eighty (80) hours of vacation and/or administrative leave in the preceding twelve (12) months.
- The employee must have a remaining balance of at least forty (40) hours following the sell back.

Requests to sell back vacation leave must be received by Payroll no later than December 31 for the following year's election and will be paid out in the last pay period of the fiscal year.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave.

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

4.0 PROBATIONARY PERIOD

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

5.0 HEALTH AND WELFARE BENEFITS

5.01 MEDICAL PLAN

The City shall 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 the 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 pay the employee who waives coverage, the amount of \$300.00 per month or \$138.46 per pay period. Employees may elect to receive this payment in cash, paid directly to the employee in their normal paycheck, or to have this amount deposited into the employee's deferred compensation account. 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. Retirees may elect to continue coverage with the group medical plan.

The City will contribute to PERS health insurance premiums, for retirees who were covered by an MOU between the City and PEG at the time of their retirement and are enrolled in a PERS health plan, and for employees participating in the City's cafeteria plan described above, an amount equal to the City's basic employer contribution for health premiums which City Council Resolution No. 2279-02 set as the minimum required under PEMHCA.

The Professional Employees Group agrees to meet and confer with the City regarding the potential restructuring 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.

5.02 WEEKLY INCOME PLAN

The 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.

5.03 LIFE INSURANCE

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

5.04 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.

5.05 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.

6.0 RETIREMENT BENEFITS

6.01 PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

A. 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%.

B. 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%

6.02 MILITARY BUYBACK

The City has amended the PERS contract to allow for the military buy-back provisions at employee's cost.

7.0 MISCELLANEOUS PROVISIONS

7.01 EDUCATIONAL REIMBURSEMENTS

When an employee voluntarily and with prior approval of their department head, PEG Unit Leaders and the City Manager or designee undertakes an education or training program that will improve their 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.

7.02 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. Flexible scheduling shall include work from home agreements subject to the City's Telecommute policy.

7.03 SAFETY SHOE/EQUIPMENT PURCHASE

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) \$300.00 in the second pay period of each 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
- Senior Building/Code Compliance Inspector
- 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 their department head or designee, 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."

7.04 ACCESS TO THE MEMORANDUM OF UNDERSTANDING

The City agrees to post a PDF copy of the approved Memorandum of Understanding and any Side Letter Agreement on the Human Resources SharePoint page accessed via the Union.

7.05 JOB DESCRIPTIONS

The City and Professional Group agrees to jointly review all future amended and new job descriptions. The City agrees to give the Professional Group two weeks' notice prior to

submittal of the descriptions to the City Council for approval. Upon Notice to the City, The Professional Group may request to meet and confer, regarding the modifications of current job descriptions or the creation of new job descriptions. No new or amended job descriptions shall be forwarded to the City Council or posted unless and until the Professional Group has had the opportunity to review them.

8.0 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 their 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 their 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 their designee.

Step 3:

Should the matter remain unresolved, the grievance will be submitted to the City Manager or designee 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 City Manager or designee 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 their 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.

9.0 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.

10.0 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.

11.0 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.

12.0 DURATION

This agreement shall continue in full force and effect from January 1, 2022, through December 31, 2024.

Professional Employees Group (PEG) Memorandum of Understanding

FOR THE CITY OF UNION CITY:

FOR THE PROFESSIONAL
EMPLOYEES' GROUP:




Lilybell Nakamura, HR Director Date

5/26/2022



Brandon H. DeLucas Date

5/25/22

DocuSigned by:


Jeff Bailey, Union City Negotiator Date

5/26/2022



Valerie Avendano Date

05.25.22



Trish Heuer Date

5/25/22

Appendix A: Bargaining Group Classifications

Number	Classification Title	FLSA
30060	Accountant	Non-Exempt
30250	Assistant Planner	Non-Exempt
30230	Associate Planner	Non-Exempt
30090	Case Manager	Non-Exempt
30275	Emergency Services Coordinator	Non-Exempt
30150	Engineer I (Civil)	Non-Exempt
30130	Engineer II (Civil)	Non-Exempt
30120	Engineer III (Civil)	Non-Exempt
30030	Environmental Analyst I	Non-Exempt
30031	Environmental Analyst II	Non-Exempt
30040	Environmental Programs Inspector	Non-Exempt
30095	Homeless Program Coordinator	Non-Exempt
30080	Intervention Counselor	Non-Exempt
30065	Payroll Technician	Non-Exempt
30100	Recreation Supervisor	Non-Exempt
30020	Senior Accountant	Non-Exempt
30210	Senior Planner	Non-Exempt
30400	Senior Recreation Supervisor	Non-Exempt
30260	Senior Systems Analyst	Non-Exempt
30310	Sustainability Analyst I	Non-Exempt
30320	Sustainability Analyst II	Non-Exempt
30053	Building/Code Compliance Coordinator	Exempt
30055	Senior Building/Code Compliance Inspector	Non-Exempt
30265	Systems Analyst	Non-Exempt
30501	Transit Planner-Assistant	Non-Exempt
30502	Transit Planner-Associate	Non-Exempt
30503	Transit Planner-Senior	Non-Exempt
30270	Web and Database Administrator	Non-Exempt

**City of Union City and
Union City Professional Employees Group
Side Letter of Agreement
Remote Work Policy**

This Side Letter is by and between the Union City Professional Employees Group (“PEG”) and the City of Union City (“City”) and will become effective following agreement by PEG and adoption by the City.

The City is seeking to adopt a remote work policy to provide the opportunity for some City employees to work remotely and will meet and confer with PEG prior to adopting a remote work policy.

The City will keep the temporary emergency telecommuting guidelines in effect until the remote work policy referenced herein is implemented.

For the City:
DocuSigned by:
Lilybell Nakamura 4/30/2022
624379E5A92640B...
Lilybell Nakamura, Human Resources Director Date
DocuSigned by:
Jeff Bailey 4/30/2022
528DEB9FDC1433...
Jeff Bailey, Union City Negotiator Date

For PEG:
DocuSigned by:
Valerie C. Avendano 5/2/2022
70E849A58F78403...
Valerie Avendano Date
DocuSigned by:
Brandon DeLucas 5/2/2022
1F5B966C88324A3...
Brandon DeLucas Date
DocuSigned by:
Trish Heuer 5/2/2022
D12E73DC78E648D...
Trish Heuer Date

**City of Union City and
Union City Professional Employees Group
Side Letter of Agreement
Salary Survey**

This Side Letter is by and between Union City Professional Employees Group (“PEG”) and the City of Union City (“City”) and will become effective as soon as administratively possible following agreement by PEG and adoption by the City.

Pursuant to the Strategic Plan adopted by the City in FY 2020-21, the City recognizes its commitment to employees and has taken steps to engage a third-party consultant for the purposes of conducting a total compensation and benefits study for all city classifications.

The City will initiate the RFP process to retain consultant services for these purposes, and will direct the consultant once retained to complete the survey as soon as practicable. The study shall compare eight cities: Fremont, Hayward, Livermore, Milpitas, Newark, Pleasanton, Redwood City and San Leandro.

Pursuant to this Side Letter Agreement, PEG and the City agree to reopen negotiations when the City’s salary survey is completed for the sole purpose of meeting and conferring over potential equity adjustment increases based on the results of the completed total compensation and benefits survey.

In the event the City’s survey is not completed by end of calendar year 2022, PEG shall have the option to reopen negotiations to meet and confer over potential equity adjustment increases based on the results of the salary survey conducted by PEG in 2021 for MOU negotiations.

For the City: DocuSigned by: <i>Lilybell Nakamura</i> 603784E45246B Lilybell Nakamura, Human Resources Director DocuSigned by: <i>Jeff Bailey</i> 270DE39FDC1443...	4/30/2022 Date
For PEG: DocuSigned by: <i>Valerie C. Avendano</i> A0E68A59F78403 Valerie Avendano	5/2/2022 Date
For the City: DocuSigned by: <i>Jeff Bailey</i> 270DE39FDC1443...	4/30/2022 Date
For PEG: DocuSigned by: <i>Brandon DeLucas</i> 1F0B48DC8E324263...	5/2/2022 Date
For the City: DocuSigned by: <i>Trish Heuer</i> 51BE750C78E144D0...	5/2/2022 Date