



**UNION
CITY**

california

MANAGEMENT EMPLOYEES

MEMORANDUM OF UNDERSTANDING

January 1, 2022 through December 31, 2024

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SECTION 1.00 RECOGNITION

The City recognizes the Management Employees Group (MEG) as the sole and exclusive bargaining representative for the following full-time classifications as well as any new Management related classifications by mutual agreement between the City and the Management Group:

Budget Manager/Purchasing Agent	Intervention Counselor
Chief Building Official/Sr. Plans Examiner	Management Analyst I, II, & III
City Engineer	Planning Manager
Clinical Supervisor	Principal Civil Engineer
Communications & Marketing Manager	Public Works Superintendent
Cyber Security Manager	Public Works Grounds Supervisor
Community Recreation Services Manager	Public Works Streets Supervisor
Economic Development Manager	Recycling & Solid Waste Program Manager
Environmental Programs Manager	Redevelopment Agency Manager
Fleet Supervisor	Revenue Collections Manager
HCD Manager	Supervising Accountant
Information Technology (IT) Manager	Transit Manager

SECTION 2.0 COMPENSATION

Effective the first payroll following the City Council approval of this Agreement, all classifications in the bargaining unit shall receive a three percent (3%) 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 three percent (3%) salary increase.

Effective the first payroll after January 1st, 2024, all classifications in the bargaining unit shall receive a three percent 3% salary increase.

Effective the first full payroll period following the City Council approval of this Agreement, Fleet Supervisor position salary shall be aligned to equal that of Streets and Ground Supervisor as in past practice.

A. Acting Pay

Employees who are assigned by the Department Head or their designee to assume the duties of a position of higher classification and have been assigned and worked one full day or more shall be paid at the first step of the higher classification or 5%, whichever is higher.

B. Bilingual Pay

The City will compensate each management employee one hundred dollars (\$100) per month (\$46.15 per pay period) as compensation for providing bilingual skills, oral and/or written. All employees requesting compensation under this agreement must be certified by the City as possessing the required bilingual abilities. Certification 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.

C. Administration of the Compensation Plan

The Compensation Plan may provide a flat salary rate or a defined salary range for each management classification with a minimum/maximum salary level and one or more intermediate steps. The beginning or normal hiring rate shall usually be at the first or second step of a classification's salary range. Each new employee shall normally be paid at the first or second step upon appointment with the exception that the hiring manager may recommend appointment at a higher step. Appointment at such higher step must be approved by the City Manager.

1. Salary Surveys and Cost of Living Adjustments (COLA's)

The City shall conduct a Salary Survey for all management employee classifications. The Salary Survey shall be provided to the City Council for their use as in determining management compensation.

The Compensation Survey shall be designed to compare total compensation between similar positions in the established benchmark cities of Fremont, Hayward, Livermore, Milpitas, Newark, Pleasanton, Redwood City, and San Leandro and shall include, at a minimum, the following criteria:

Total Salary and Benefit Categories:

- Maximum monthly base salary
- Uniform Allowance (where applicable)
- Holiday Pay (where applicable)
- Educational Pay (where applicable)
- PERS EPMC (Employer Paid Member Contribution)
- PERS (Normal Cost)
- Deferred Compensation (Employer Paid)
- Medical
- Vision
- Dental
- OASDI
- Medicare
- Life Insurance

- LTD/STD
- Admin Leave

Criteria may be modified in the salary surveys as mutually agreed upon by the parties.

2. Advancements in Pay

1. Step Increase Reviews shall provide the means through which a manager is evaluated and assigned to an appropriate salary level within his or her classification.
2. Scheduled Step Increases:

Management employees are eligible to receive Step Increases after meeting the following Time-in-Step Requirements:

<u>STEP</u>	<u>TIME-IN-STEP REQUIREMENT</u>
1	6 months
2	6 months
3	12 months
4	12 months
5	N/A

If warranted for the good of the service, or when an employee demonstrates outstanding performance of their 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.

3. Salary Step Schedule:

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 increased implemented on the first day of the following pay period.

SECTION 3.0 LEAVE

A. Administrative Leave:

In lieu of paid overtime, management employees shall receive seventy (70) hours of Administrative Leave at the beginning of each fiscal year. In addition, those management 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 reduction in Administrative Leave will take effect on 07/01/2020.

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. For separation provisions concerning Administrative Leave, please see Section 11.00 of this document. The unused 240-hour accumulation does not include the Additional Administrative Leave identified in Section 1.20(A)(8) below.
5. Effective calendar year 2023, and every calendar year thereafter, under the following conditions 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. Management employees may make an irrevocable election to sell back to the City up to seventy (70) hours of Administrative Leave. At the time of distribution, the following must be true:
 - a. The employee is in good standing and meeting performance expectations on the last performance evaluation received.
 - b. The employee must have taken a minimum of eighty (80) hours of vacation, holiday and/or administrative leave in the preceding twelve (12) months.

- c. 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.

The award of Administrative Leave is subject to the recommendation of the Department Head and approval by the 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. The five days may be taken non-consecutively. 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, daughter-in-law, son-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) workday's 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).

C. Family Leave:

The City shall comply with all provisions of the Federal Family Medical 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.

D. Holidays:

The following are guaranteed holidays:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	3 rd Monday in January

President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth (Effective calendar year 2023)	June 19 th
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving	4 th Friday in November
Christmas Eve	December 24*
Christmas Day	December 25

Effective fiscal year 2022-2023, each employee shall also be granted twenty-four (24) Floating Holiday hours per fiscal year, which may be scheduled for use upon approval. The Floating Holiday hours, if not used within the fiscal year earned, may not be accumulated.

In the event a holiday falls on a normal day off which is either a Saturday or the first day of the two regularly scheduled days off, the employee shall observe the previous workday as the holiday. In the event a designated holiday falls upon a normal day off which is either a Sunday or the second day of the two regularly scheduled days off, the employee shall observe the following workday 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.

*Christmas Eve Observed

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; there is no Christmas Eve holiday observance. When Christmas Day falls on Monday, there is no Christmas Eve holiday observance.

City offices shall be closed between Christmas Day and New Year's Day.

E. 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 are required to submit verification of jury leave attendance to their supervisor promptly upon returning to work. The juror badge attached to the jury summons notice does not qualify as verification of attendance.

F. 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.

G. Occupational Injury Leave:

For employee injury or disability falling within the provisions of the State Worker's Compensation Act, additional compensation equal to the difference between said employee's regular pay and their disability compensation allowance shall be paid for a total not to exceed one-hundred seventy-six (176) hours or equal to one-half the amount of the employee's accumulated Sick Leave as of July 1 for each fiscal year, whichever is greater.

Included in the calculation of the one-hundred seventy-six (176) hours granted will be compensation for any waiting period. Following exhaustion of this benefit, employees may utilize accumulated Sick Leave to the extent available to make up the difference between said employee's regular pay and their disability compensation allowance.

H. 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 eight (8) 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 twenty-eight (28) hours per fiscal year. An additional twelve (12) 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.

I. Sick Leave:

Employees shall earn three and 69/100 (3.69) hours per pay period of Sick Leave without limit on accumulation. Management 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.

J. 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 their 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, or within a reasonable time after notice to return to duty shall terminate their 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.

K. Vacation:

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

Years of Service	Bi-Weekly Accrual Rate	Annual Accrual Rate	Max Accrual
0 - 3 Years	3.08	80	320
4 - 8 Years	4.62	120	400
9 - 12 Years	5.38	140	440
13 - 15 Years	6.15	160	480
16+ Years	7.69	200	560

For calendar year 2022, employees with years of service over three (3) years shall have the option of receiving an 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 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 fiscal 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, holiday 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 with years of service over three (3) years shall have the option of converting any Vacation Leave to cash (i.e., excess vacation). If vacation leave is converted to cash, employees shall receive a pro-rated portion of Vacation Leave deposited into their bi-weekly

paychecks. The accrual rate change shall be effective upon the first pay period after City Council Ratification.

Employees shall be limited to accruing two times their maximum number of annual accrual rate plus 160 hours per year. Employees shall receive cash payment for all unused excess Vacation Leave at their current salary rate at the time of separation or upon the start of an extended leave from City employment.

SECTION 4.0 Retirement Benefits (CalPERS)

4.01 Classic Members

Consistent with its historical practice, the City pays the full share of the employee contributions to CalPERS and reports the payments as Employer Paid Member Contributions (EPMC) on behalf of the CalPERS classic members. For classic members receiving benefits 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, with final compensation calculated based on the employee's highest earning year. Employee cost sharing will be 11%.

2% at 60: Employees hired on or after November 24, 2010, are provided benefits under the CalPERS 2% at 60 retirement formula. Final compensation for these employees will be calculated based on the highest three-year average. Employee cost sharing will be 10%.

4.02 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. New members are responsible for contributing to CalPERS. Employee cost sharing will be 10%

Specific Features of PERS Benefits

Specific features of the PERS benefits applicable to all employees hired prior to January 1, 2011, include:

1. Indexed Level of the 1959 Survivor Benefit as provided in Section 21574.5
2. One-Year Fiscal Compensation as provided in Section 20042.
3. Post-Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628.
4. 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.
5. Continuation of Surviving Spouse-Benefits upon remarriage as provided in Section 21635.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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
11. Two Years Additional Service Credit to employees who retire within a specified period provided in Government Code Section 20903
12. Members not covered by Social Security upon retirement shall receive a monthly allowance of \$350, \$700, or \$840 depending on the number of eligible survivors as defined in Section 21573.

SECTION 5.0 EDUCATIONAL REIMBURSEMENT

When a management employee voluntarily and with prior approval of the City Manager undertakes any 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 to a maximum of three thousand dollars (\$3,000) per fiscal year, subject to an annual cap of nine thousand dollars (\$9,000) per fiscal year on total educational reimbursements by the City for management group employees where the employee identifies the total cost of the course up front. 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. Employees may be reimbursed for more than one course per fiscal year or over the life of their employment with the City if total cost of all reimbursements does not exceed three thousand dollars (\$3,000) per fiscal year. To qualify for reimbursement, employees shall submit written requests to the City Manager and requests shall be considered on a first come, first serve basis each fiscal year.

SECTION 6.0 INSURANCE COVERAGE

A. Health and Welfare Coverage:

1. The City shall contribute to the cafeteria plan up to Two Thousand Dollars (\$2,000) per month toward the 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 the Public Employees

Medical and Hospital Care Act (“PEMHCA”) which City Council Resolution No. 2279-02 set as the minimum required under PEMHCA. Employees shall pay premium costs exceeding this amount.

2. Employees who are 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 and are not eligible for the City’s contribution towards medical, dental and vision premiums as identified in Section 5.00(A)(1). Employees electing this option shall provide proof of medical coverage to the City.

In lieu of payment of medical insurance premiums, the City will pay the employee who waives coverage, the amount of three hundred dollars (\$300) 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 457(b) deferred compensation account. Approval for the cash payment/deferred compensation deposit is subject to acceptance of satisfactory certification of spousal or other alternative medical coverage by the Human Resources Director.

3. The City will contribute to PERS health insurance premiums, for retirees who were covered by an MOU between the City and MEG 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.

Retirees may elect to continue coverage with the group medical and dental plans at retiree’s cost.

4. The City agrees to advance the full cost of health premiums (medical, dental, vision, and LTD coverage) when an employee is on leave without pay for medical reasons. Amounts advanced shall be limited to three (3) months beyond any FMLA benefits and shall be due and payable to the City within six (6) months of return to work or upon termination. Retirees may elect to continue coverage with the group medical and dental plans at retiree’s cost.

B. Life Insurance

The City shall provide life insurance coverage for management personnel 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 (\$46.15 per pay period) to a pre-tax 401(a) Deferred Compensation Plan.

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

D. Disability Insurance:

Both Short-Term Disability (STD) and Long-Term Disability (LTD) Insurance programs are available through the Healthcare Cafeteria Plan. Participation in the Short-Term and Long-Term Disability Plans is not optional.

SECTION 7.0 CITY VEHICLES

Public Works Superintendent, Public Works Grounds Supervisor, and Public Works Streets Supervisor shall be provided a City vehicle for their business use.

SECTION 8.0 UNIFORMS

Public Works Superintendent(s) shall be provided with a uniform.

SECTION 9.0 WORK SCHEDULES

The City normally operates on a 9/80 work schedule with employees working eighty (80) hours over nine (9) consecutive business days, Monday through Friday. However, Department Heads, with the City Manager approval, shall structure the work schedules for all management employees in their department. In structuring schedules, the Department Head shall be governed by the priority to provide quality service to the community. In delivering these services Department Heads have the opportunity to consider flexible scheduling options. These scheduling opportunities shall remain solely at the City's discretion.

SECTION 10.0 SEPARATION

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 pro-rated basis for unused Administrative Leave and Holiday Hours. Said payment(s) shall be based upon the employee's accrued Administrative Leave and Holiday hours and base salary rate at the time of separation or upon the start of an extended leave from City employment.

At that time, employees shall also receive full cash payment for any unused accrued vacation leave. As with Administrative Leave and Holiday Hours, said payment shall be based upon the employee's base salary rate at time of separation. However, employees shall not receive cash payment for any unused accrued sick leave. All of the aforementioned separation payments,

including additional monies owed from negotiated severance packages, shall be paid to employees within 14 calendar days after separation and shall normally be expensed against the Retirement Reserve Fund or any such reserve fund which shall be established in the future to cover these types of expenses.

SECTION 11.0 DURATION

This Memorandum of Understanding is effective January 1, 2022 and shall continue in full force and effect through December 31, 2024.

For the City:

DocuSigned by:

Lilybell Nakamura

6/8/2022

Lilybell Nakamura, Human

Date

Resources Director

DocuSigned by:

Jeff Bailey

6/8/2022

Jeff Bailey, Union City

Date

Negotiator

For MEG:

DocuSigned by:

Mark Camfield

6/14/2022

Mark Camfield

Date

DocuSigned by:

Lisa Bachmann

7/5/2022

Lisa Bachman

Date

DocuSigned by:

Derek Farmer

6/30/2022

Derek Farmer

Date

DocuSigned by:

Gloria Ortega

7/5/2022

Gloria Ortega


Date


**City of Union City and
Union City Management Employees
Side Letter of Agreement**

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

City will meet and confer with MEG bargaining unit prior to adopting a remote work policy. The intent is to collaborate on policy language and implementation.

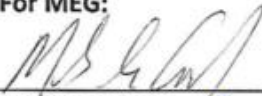
For the City:


 5/16/2022

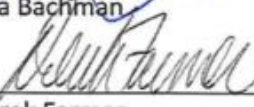
Lilybell Nakamura, Human Resources Director Date
DocuSigned by:
 5/25/2022


Jeff Bailey, Union City Negotiator Date

For MEG:

 5/10/22

Mark Camfield Date
 5/10/22

Lisa Bachman Date
 5/11/22

Derek Farmer Date
 5.10.2022

Gloria Ortega Date

**City of Union City and
Union City Management Employees
Side Letter of Agreement**

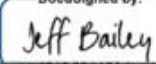
This Side Letter is by and between City of Union City Management Employees (“Group”) and the City of Union City (“City”) and will become effective as soon as administratively possible following agreement by the Group and adoption by the City.

The City will implement and make available to Group members, a Retiree Health Savings Plan (RHS) that does not incur any cost to the City within six (6) months of ratification of this agreement.

For the City:

 5/16/2022

Lilybell Nakamura, Human Resources Director Date

DocuSigned by:
 5/25/2022

Jeff Bailey, Union City Negotiator Date

For MEG:

 5/10/22

Mark Camfield Date

 5/10/22

Lisa Bachman Date

 5/11/22

Derek Farmer Date

 5.10.2022

Gloria Ortega Date

**City of Union City and
Union City Management Employees
Side Letter of Agreement**

This side letter refers specifically to the MOU requirement for the City to complete a comprehensive, timely and accurate compensation survey for MEG employee classifications. This Side Letter is by and between City of Union City Management Employees (“Group”) and the City of Union City (“City”) and will become effective as soon as administratively possible following agreement by the Group 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 City will meet and confer with Group before and during Citywide salary survey process.

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 City strategic plan states that this survey will take place during calendar year 2022. Failure to complete the survey by end of calendar year 2022 shall give Group the option to re-open negotiations for the purpose of aligning salaries with comparable cities for the duration of this contract.


Pursuant to this Side Letter Agreement, the Group and the City agree to reopen negotiations regarding the selection of comparable cities, comparable job descriptions and comparable job duties 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.

All other provisions of Section 2.0 Compensation shall remain in place as this side letter refers specifically to the Citywide Strategic Plan Survey of 2022.

For the City:

 5/16/2022

Lilybell Nakamura, Human Resources Director Date


DocuSigned by:
 5/25/2022

Jeff Bailey, Union City Negotiator Date

For MEG:

 5/10/22

Mark Camfield Date

 5/10/22

Lisa Bachman Date

 5/11/22

Derek Farmer Date

 5.10.2022

Gloria Ortega Date