

MEMORANDUM OF UNDERSTANDING

BETWEEN
CITY OF UNION CITY

AND

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 1021

January 1, 2015 – June 30, 2017

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**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF UNION CITY AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

Preamble

We the undersigned duly appointed representatives of the Service Employees International Union Local 1021, hereinafter referred to as the "Union", having met and negotiated in good faith, do hereby jointly prepare and execute this Agreement. It is understood the provisions herein set forth supersede previous Memoranda between the City of Union City and Service Employees International Union Local 1021, as well as other terms and conditions set forth in resolutions or ordinances referenced herein.

SECTION 1.00 RECOGNITION DISCRIMINATION AND UNION ACTIVITIES

1.01 RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for the following full-time classifications as well as any new related classifications, upon mutual agreement between the City and the Union. If agreement cannot be reached, the California State Conciliation Service shall make the determination:

Administrative Assistant I
Administrative Assistant II
Administrative Assistant III
Building Permit Clerk
Building Permit Technician
Building/Code Compliance Inspector
Building/Code Compliance Inspector – Trainee
Digital Marketing Specialist
Facilities Maintenance Attendant
Facilities Technician
Facility Maintenance Worker
Finance Specialist I
Finance Specialist II
Finance Specialist III
Lead Outreach Worker
Lead Vehicle Heavy Equipment Mechanic
Leisure Services Maintenance Worker
Maintenance I – Parks & Grounds
Maintenance II – Parks & Grounds
Maintenance I – Streets
Maintenance II – Streets
Maintenance Trainee – Street
Maintenance Trainee – Parks & Grounds
Neighborhood Pres Specialist
Office Specialist I
Office Specialist II
Office Specialist III
Pre-School Site Supervisor II
Public Works Inspector

Public Works Maintenance II
Recreation Administrative Technician
Recreation Program Coordinator
Recycling Program Coordinator
Senior Public Works Inspector
Special Projects Coordinator
Street Outreach Worker
Street Sweeper Operator
Vehicle Heavy Equipment Mechanic
Vehicle Heavy Equipment Mechanic - Trainee
Vehicle Equipment Technician
Youth Employment Coordinator

The City agrees to notify the Union each month of all new employees hires into positions represented by the Union. The City shall provide each newly hired represented employee with copy of the Memorandum of Understanding and a Local 1021 membership application form.

1.02 DISCRIMINATION

The City and Union agree that they shall not discriminate in any way on account of race, creed, religion, sex, age, sexual orientation, national origin, political affiliation, handicap status, or for Union activity, to the extent prohibited by applicable state and federal law.

1.03 AGENCY SHOP

The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union, and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. Membership in the Union is recognized as separate, apart and distinct from the assumption by an employee of his/her equal obligation to the extent he/she receives equal benefits. The Union agrees it is obligated to represent all of the employees in the Unit and not only for members of the Union, and this Agreement has been executed by the City after it has satisfied itself that the Union is the choice of the majority of the employees in the Unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this agreement.

A. Implementation

In accordance with the aforementioned policy, all employees represented by the Union shall, as a condition of continued employment, pay to the Union an amount in dues or service fees as determined in Paragraph D of this provision. The Union shall promptly notify the City of any change in the amount of dues, fees, or initiation fees. In the case of new employees, membership or the payment of equivalent monthly service fees as set forth above shall be required no later than 30 days following the initial date of employment.

Payment of the usual and customary initiation fee by new employees shall be made no later than the first day of the month following completion of three (3) full months of employment.

B. Exclusion of Employees

The agency shop provision set forth above shall not apply to persons occupying positions designated as management or confidential.

C. Payroll Deductions and Pay over

The City shall deduct Union dues or service fees from employee's pay in conformity with applicable regulations and promptly submit amounts deducted to the Union.

D. Service Fee Determination

The service fee payment shall be established annually by the Union, provided that such agency shop service fees will be used by the Union only for the purpose of collective bargaining, contract administration, and pursuing matters affecting wages, hours, and other terms and conditions of employment. Annually, the Union will provide an explanation of fees and sufficient financial information to enable service fee payers to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of fees before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

E. Religious Exemption

In the case of an employee who belongs to a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting public employees organizations, monthly contributions to an approved charitable organization shall be made in lieu of the required Union dues or service fee. Such contributions shall be commensurate with agency shop service fee as set forth in Paragraph D of this provision. Contributions shall be authorized only for one of the following organizations:

- Tri-Cities Children Center
- American Heart Association
- National Wildlife Federation

The city agrees to provide the Union with copies of all receipts and documents submitted by the employees as proof of payment, in a timely manner. The Union agrees to provide the employee(s) claiming religious exemption, as well as the City, with a copy of its administrative appeal procedure promptly upon request.

Upon seven (7) days notice to the City from the Union that an employee described above has failed to maintain his/her membership in good standing or has failed to maintain his/her current service fee payment or has failed to maintain his/her charitable contribution payment to one of the three (3) charities designated above, the City may: 1) counsel the employee of his/her obligation under the provision; and 2) inform the employee that further failure to maintain the appropriate payments may subject him/her to disciplinary action, up to and including discharge.

1.04 INDEMNIFICATION

The Union shall indemnify and hold harmless the City, its officers, and employees from and against any and all loss, damages, costs, expenses, claims, attorney fees, court costs, demands, actions, suits, judgments and other proceedings arising out of any action resulting from Section 1.03 or Section 1.05 of this Agreement.

1.05 DUES DEDUCTION

The City shall deduct, per pay period, the amount of Union regular and periodic initiation fees, dues, and/or equivalent service fees, and insurance premiums as may be specified by the Union under the authority of an Authorization Card furnished by the Union and signed by the employees. Employees shall receive and complete, at the time of employment, an Authorization Card to deduct membership or equivalent service fees as a condition of continued employment. Failure to complete the Authorization Card within thirty (30) calendar days of employment shall result in automatic service fee deductions. Said deduction together with a written statement of additions/deletions of the names and amounts shall be forwarded to the Union office.

1.06 BULLETIN BOARD USE, MEETING FACILITIES

City shall provide reasonable space on bulletin boards for official Union notices and the area stewards shall be responsible for maintenance of same. City shall reasonably make available conference rooms or other meeting areas for the purpose of holding Union meetings during off-duty time periods at no cost to the Union. Requests for such facilities must follow established procedures with the appropriate City representatives, and whenever possible, notice shall be given by the Union forty eight (48) hours in advance of the meeting.

1.07 UNION REPRESENTATION

The Union may select four (4) shop stewards, one from each of the following work locations: 1.) Parks, 2.) Streets, 3.) Fleet, Buildings and City Hall, 4.) Leisure Services (Full time and Part time). The Union shall promptly advise the Administrative Services Director in writing of the names of the stewards, chapter officers, and negotiating team members. Stewards 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.

SECTION 2.00 COMPENSATION

2.01 SALARY

- Effective the first payroll period after adoption, all classifications in the bargaining unit shall receive a 3.5% salary increase.
- Effective the payroll period containing July 1, 2015 all classification in the bargaining unit shall receive a 3.5% salary increase.
- Effective the payroll period containing July 1, 2016 all classifications in the bargaining unit shall receive a 3.5% salary increase.

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 his/her 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 his/her step increase implemented on the first day of the following pay period.

2.02 SPECIAL ASSIGNMENT PAY

Special assignment pay may also be granted with the provisions outlined in Section 4.03 of the Personnel Systems Rules and Regulations:

"The Appointing Authority may, upon recommendation of the appropriate department head, award up to an additional 5% salary increase to an employee for special assignment. Such discretionally additional compensation shall be assigned only for the regular and continuous performance of special assignments and shall not be used as a merit or bonus payment."

2.03 ACTING PAY

An employee assigned in writing by the department head, who pursuant to such assignment, does assume and perform all the ordinary day to day duties and responsibilities of a position of a higher classification for five (5) or more cumulative days within a fiscal year 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. Acting Pay compensation shall not exceed the top step of the higher classification (except for Acting Sweeper Operators as noted below).

Maintenance Worker I employees who are assigned as a relief sweeper operator will be paid acting pay of ten percent (10%) for all hours during which employees are assigned to sweeper responsibilities.

Work assignments of Union employees shall not be changed for the sole purpose of evading the requirements of providing acting pay to an employee whom would otherwise be eligible. Acting assignments of thirty (30) days or more due to long-term illness, disability or other approved leaves of absence shall be rotated, provided the employee is certified as qualified, on the basis of seniority every three months.

Acting assignments of less than thirty (30) days shall also be rotated on the basis of seniority pursuant to overtime assignment processes.

2.04 CALL BACK PAY

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. Employees called back to work on weekends and holidays shall be paid a minimum of three (3) hours at time and one half of his/her regular pay. Employees called back to work between midnight and the beginning of his/her regular shift shall be paid a minimum of four (4) hours at time and one half his/her regular straight time pay. It is expressly understood that an employee who works overtime immediately subsequent to his/her regular work shift shall be compensated at the overtime rate of pay for the time actually worked, with no minimum number of hours of overtime guaranteed.

2.05 SPRAY OPERATION

The City agrees to compensate Maintenance I Building & Grounds employees who maintain a valid Certified Applicator's license and who are assigned to perform spray operations tasks additional 5% Special Assignment pay. The special assignment compensation premium for Spray Operation will be rotated among eligible employees who maintain a valid Certified Applicator's license, on a date-of-hire seniority basis. Only one employee shall receive the additional compensation at any given time, and the assignment shall be rotated every three months. Additionally, the City agrees to pay the required fees for employees who obtain and maintain a valid Certified Applicator's license. The payment of required fees shall be limited to the following:

- Class Registration fees
- Application license fees
- Renewal license fees

It is understood that the City will provide paid release time, for certification purposes, when required applicator classes are attended during normal working hours. Such paid leave shall be for maximum of 20 hours biannually in recognition of new State training standards for pesticide applicators. It is further understood that the City will not incur any overtime payments as a result of attendance at such classes.

2.06 Bilingual COMPENSATION

The City will compensate each Union employee one hundred dollars (\$100) per month (\$46.15 per pay period) as compensation for providing oral bilingual skills. The City will compensate each Union employee one hundred and twenty-five dollars (\$125) per month (\$ 57.69 per pay period) as compensation for providing oral and written bilingual skills. All employees requesting compensation under this agreement must pass a City test. The test may examine the employee's ability to converse fluently or 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.

2.07 AUTOMATIC PAYROLL DEPOSIT

Payroll payments shall be deposited through the Automated Payroll Process to an account designated by the employee. Employees have the responsibility to designate an account that meets requirements of Automated Clearing House (ACH)

SECTION 3.00 JOB DESCRIPTIONS

City and Union agree to jointly review all future amended and new job descriptions. City agrees to give the Union two weeks' notice prior to submittal of the descriptions to the City Council for approval. Upon notice to the City, the Union may request to meet and confer, in accordance with the MMBA, regarding the modifications of current job descriptions or the creation of future job descriptions. No new or amended job descriptions will be forwarded to the City Council or posted unless and until the Union has had an opportunity to review them.

Employees have a right to request a desk audit from their supervisor if they feel that the duties in their job descriptions have substantially changed. The City reserves the right to determine whether or not an employee's request for a desk audit is appropriate, and will not unreasonably deny any such request. In the event the City denies an employee's request for a desk audit, the City agrees to meet with the Union to discuss the employee's request, and further agrees to provide the Union with a written statement citing the reason(s) for its denial. All desk audits will be completed within 90 days of the initial request by the employee; should this time frame be impossible to achieve, the City agrees to provide the Union with advance written notice of the circumstances for the delay, and to complete the requested desk audit(s) within a reasonable amount of time. No employee will be harassed, discriminated or retaliated against in any way for making such a request.

SECTION 4.00 WORK SCHEDULES/OVERTIME

4.01 WORK WEEK, MEALS, AND BREAKS

An employee shall be assigned a work week which shall consist of five (5) consecutive days of eight (8) consecutive hours including an unpaid, duty-free lunch period with two consecutive days off within a seven-day period, 9/80 which shall consist of working 9 hours four days a week (Monday thru Thursday) and either having the Friday off or working 8 hours on that day, or 4/10 consisting of working 10 hours a day four days a week. Each day of work shall include an unpaid, duty-free lunch period. Each work week shall include either two or three consecutive days off within a seven-day period,

For employees working a 9/80 schedule, the work week for purposes of weekly overtime shall commence and end at the midpoint of their regular work schedule on the employee's 8-hour workday. For all employees except some employees in Leisure Services and Public Works, this midpoint shall be on Friday. Supervisors will be responsible for monitoring employees' hours to ensure they do not work overtime inadvertently or without prior approval. The timecard of an employee who works their regular 9/80 schedule and does not work overtime during a pay period shall show a total of eighty (80) hours.

It is understood that Management may adjust the above schedule to meet service needs, and the City may also offer, on a case-by-case basis, flexible schedules to employees, subject to mutual agreement between the City and the employee.

Breaks shall be taken in accordance with Federal and/or State law.

4.02 OVERTIME

Any work required in excess of the normal workday or workweek shall be considered overtime work. Overtime work shall be recognized only when directly ordered or required by the City Manager, department head, or his/her designee. Overtime work shall be compensated at the rate of time and one-half the base pay rate, except that time worked on the 7th consecutive day of the work week shall be paid at two times the hourly rate of pay, provided that the employee must work a full shift on the 6th day or be called in to work for four (4) or more hours on that day. Base pay shall include straight time pay, acting pay and special assignment pay when calculating overtime pay.

A paid day off and/or any additional day off which occurs as a result of an alternative schedule shall be counted as a consecutive work day. Hours worked beyond twelve (12) consecutive hours shall be compensated at double time except that an employee called into work whose work period extends into the next working day shall be paid at the normal rate of pay during normal work hours. In a declared emergency, employees working (12) consecutive hours shall be compensated at the rate of double time, even if the twelve consecutive hours extend into the normal work day.

Department procedures for distribution or overtime work will not be changed to avoid the payment of double time. 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 one hundred fifty (150) hours. Hours earned beyond the maximum will be paid out in the employee's paycheck.

Approval for the utilization of such leave shall be contingent upon the impact of operating requirements and funding available. No overtime shall be incurred by granting of compensatory time off requests. In non-emergency cases, the employee shall request use of compensatory time off forty-eight (48) hours in advance.

Seniority lists shall be established in each Public Works Department division by classification and all overtime hours worked shall be credited to each employee. The employee with the fewest number of credited overtime hours shall have the first overtime opportunity. In the case of an equal number of overtime hours worked, the most senior employee shall have the first overtime opportunity. In the event that no employee will voluntarily work offered overtime, the immediate supervisor may assign the employee with the least seniority in that classification to said overtime assignment. When the need for overtime is known sufficiently in advance, the City agrees to notify employee's three days prior to the actual overtime assignment. On June 30th of each even numbered year, overtime hours accumulated for the purpose of assignment shall be reduced to zero.

Except in instances of emergency call-out, hold over (hold over shall mean continuation of a job or project in progress) or specialized skill related to equipment operation, all employees shall have an equal opportunity to work overtime. Hold over assignments which continue after the normal end of any regular workday may be assigned to the same employees who already were working on the job or project. No call-outs will be made from the established overtime assignment to assure continuity of the job or project.

4.03 MEAL ALLOWANCE

The City shall reimburse employees up to \$10.00 for meals, or, at the City's option, provide an equivalent meal, when the employee works two (2) or more hours immediately following a regular shift and shall provide an additional \$10.00, or, at the City's option, provide an additional equivalent meal, for each additional four (4) hours of work thereafter. For example, an employee who works six (6) hours immediately following a regular shift could be reimbursed up to \$20.00 toward meals. Receipts are required for reimbursement.

4.04 EMERGENCY CALL-OUT

Emergency call-out lists will be established for emergency call-out purposes by Division. One list will include only those employees living within a twenty-mile radius of Union City and the second will include only those employees living outside a twenty-mile radius of Union City. In the event no employee residing within the twenty-mile limit is available for emergency call-out, those employees who live outside the twenty-mile limit shall be contacted for call-out.

SECTION 5.00 RETIREMENT BENEFITS

5.01 PUBLIC EMPLOYEES RETIREMENT SYSTEM (P.E.R.S.)

Effective June 5, 2006, the City enhanced the PERS retirement benefit for all Miscellaneous Employees to the 2.5% at 55 retirement formula. Employees participating in the 2.5% at 55 shall reimburse the City 8.0% of the City's required contribution towards PERS.

Effective November 24, 2010, the City implemented the 2.0% at 60 Retirement Formula for all new employees using a three year average salary. Employees participating in the 2% at 60 retirement plan shall reimburse the City 7% of the City's required contribution towards PERS.

Effective January 1, 2013, retirement formula and employee contributions for "new members" shall be those established by PEPRA (2.0% @ 62 for miscellaneous personnel).

Effective the payroll period after adoption of this agreement, all unit employees will reimburse the City an additional 0.5% towards PERS retirement costs, on a pre-tax basis.

Effective the payroll period including July 1, 2015, all unit employees will reimburse the City an additional 0.5% towards PERS retirement costs, on a pre-tax basis.

Effective the payroll period including July 1, 2016, all unit employees will reimburse the City an additional 0.5% towards PERS retirement costs , on a pre-tax basis.

5.02 MILITARY BUY-BACK

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

5.03 RETIREE HEALTH SAVINGS ACCOUNT

The City and Union agree to discuss the feasibility of implementing a Retiree Health Savings Account program for Union employees, in accordance with applicable Federal law and tax regulations.

SECTION 6.00 LEAVE ADMINISTRATION

6.01 SICK LEAVE

Employees shall earn 3.69 hours per pay period of sick leave without limit on accumulation. Employees absent without pay for any reason for more than 36 hours during a two week pay period shall not earn sick leave benefits for that pay period. Sick leave records shall be maintained on an hourly basis. Sick leave shall be taken in periods of no less than fifteen (15) minutes.

SICK LEAVE UTILIZATION

Sick leave may be utilized due to the employee's personal illness, injury, maternity, or 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 (1) hour and shall not exceed four (4) hours except in unusual circumstances. Absence for illness may not be charged to sick leave if not already accumulated by the employee. It is the City's intent that discussions regarding an employee's attendance take place in conditions that ensure the employee's privacy rights are safeguarded.

Employees who become ill during a scheduled vacation may have sick leave substituted for vacation hours for the days/hours of the illness/injury, provided a medical verification of treatment from the attending physician is provided promptly on return to work. An employee unable to perform all the normal and regular job assignments due to personal illness or non-job related injury, may request light duty assignments in lieu of sick leave absence, when such assignments are authorized in writing by the employee's attending physician. Light duty assignments are subject to work availability and approval by the supervisor.

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 unusual circumstances. When absence is for three (3) or more consecutive workdays, the employer may require the employee to file a physician's certificate stating cause of absence with the supervisor, for forwarding to the Human Resource Department. The intent of this provision shall not be

circumvented by the return of an employee to work for one day and, thereafter taking sick leave for more than three (3) consecutive workdays.

6.02 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 85% of said employee's regular pay and his/her disability compensation allowable shall be paid for a total not to exceed 176 hours per year, commencing from the date of injury or equal to one-half (1/2) of the amount of the employee's accumulated sick leave as of July 1, each year. 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 his/her disability compensation allowance.

An employee unable to perform all the normal and regular job assignments due to the on-the job injury or illness, may be assigned to light duty function by the supervisor, when such assignments are authorized and approved by the attending physician and when appropriate work assignments are available.

Additionally, the City will continue medical, dental, vision care and life insurance premiums for the injured employee and his/her family at the regular rate for the period the employee is on authorized worker's compensation leave.

6.03 PERSONAL LEAVE

The City shall allow twenty (20) hours per year of accumulated sick leave to be used for conducting personal business activities. Personal business activities are defined as business that cannot be conducted at a time not in conflict with the employee's work day or an emergency over which he/she has no control which requires immediate attention, or for matters affecting the immediate welfare of the employee's family as defined in Section 6.04 of this MOU. Personal leave shall not be used as a substitute for, or in conjunction with vacation leave, nor shall it be used to attend social activities. A maximum of eight (8) hours of personal leave, not used during the fiscal year may be accumulated in addition to the regular 20 hour allowance, increasing the personal leave allowance to twenty-four (28) hours within the fiscal year.

In addition, employees who have accumulated a minimum of 100 hours of sick leave as of July 1 of the fiscal year may utilize eight (8) additional hours of accumulated sick leave for personal leave during the ensuing fiscal year or employees who have accumulated 200 hours of sick leave by the beginning of the fiscal year may utilize 12 additional hours of accumulated sick leave for personal leave purpose. Personal leave hours credited under this provision are non-cumulative.

Administration

It is expressly understood that as long as the employee complies with the request deadline and form completion requirements, the only additional inquiry that can be made by a supervisor/management staff member is whether the reason for Personal Leave request can be accomplished other than during the employee's regular work hours.

The employee must request personal leave if non-emergency, at least two (2) workdays prior to time of utilization on the form provided. In cases of emergency, the two (2) workday notification procedure may be waived by the immediate supervisor, provided the form is completed and the reason for the request is stated.

6.04 BEREAVEMENT LEAVE

Employees shall be granted paid bereavement leave not to exceed 40 hours upon the death of a member in the employee's immediate family.

Immediate family is defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepchild, domestic partner, and other individuals residing in the house hold for whom employee has legal guardianship. Employees shall be granted up to one work day bereavement leave to attend the funeral of a close relative not in the employee's immediate family (for example, aunts and uncles).

Employees shall also be granted time off to attend funerals of fellow employees consistent with operating requirements.

6.05 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.

6.06 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. If at least one-half of the employee's normal day shift remains (when the employee returns to Union City), the employee shall return to work. If the employee's work shift is other than a day shift, said employees shall not be required to report to work on that day. Payment and retention of Juror Service Fees shall be governed by State law. Employees are allowed to keep any mileage or transportation allowance paid by the court. Verification of Jury Leave attendance is required.

6.07 UNPAID LEAVES OF ABSENCE

The City Manager, upon written request of a full-time employee other than a probationary employee, may grant for the good of service, a leave of absence without pay for a maximum period of one (1) year. The City Manager may grant an extension or 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, the purpose of the leave would be beneficial to the City, or would meet some pressing and extreme need of the employee. Requests for an unpaid leave of absence for the birth or adoption of a child may be submitted pursuant to this provision, and consistent with Administrative Policy Memorandum #21 and the Family Medical Leave Act. 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 seniority based on years of service earned prior to the leave of absence. Failure of the employees to report promptly at the expiration of the leave of absence or within a reasonable time after notice to return to duty shall terminate his/her right to be reinstated.

Notwithstanding the above, the City will comply with the provisions of the Family Medical Leave Act of 1993, effective February 5, 1994, and the California Family Rights Act of 1991, as amended and defined by regulations to be issued by the State Department of Fair Employment and Housing and the U.S. Department of Labor.

6.08 HOLIDAYS

The City shall observe the following guaranteed holidays:

New Year's Day	January 1
Martin L. King, Jr's. Birthday	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November and Friday after Thanksgiving
Christmas Eve	December 24 (only when Christmas Eve observance falls on regular work day)
Christmas Day	December 25

In the event a designated holiday falls upon a normal day off which is Saturday, the employee shall observe the previous day as the holiday. In the event a designated holiday falls on a normal day off which is Sunday, the employee shall observe the following day as the holiday.

Each employee shall also be granted two additional floating holiday per fiscal year which may be scheduled for use upon approval. Any floating holiday hours not used within the fiscal year earned may not be accumulated.

The City shall determine the number of holidays falling on a Dark (non-working) Friday for which an employee shall be eligible for floating holiday time prior to the end of July of each year and credit the employee's floating holiday bank with the appropriate number of hours.

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 floating holiday occurs. The City shall recover any over payments from the separated employee for holiday time advanced.

A. 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.

Full-time employees(s) working an alternative work schedule, i.e. Tuesday – Saturday, will receive a floating holiday credit for each holiday that falls on a non-work day. (i.e. Mondays – Memorial Day, Labor Day); such full time-employee(s) who must work on a City holiday which falls on a regular work day will receive time and one-half compensation, plus credit for a full floating holiday.

B. Christmas Leave Observed

If Christmas Day falls on a Saturday, the Christmas Day holiday is observed on Friday; the Christmas Eve holiday is 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.

6.09 CITY CLOSURE

The City shall be closed between Christmas and New Year's. During the period between Christmas and New Years, an employee can take accrued vacation, floating holiday, compensatory time or take the time without compensation. Sick and personal leaves are not eligible leaves for use during the closer. However, employees who become ill during the furlough may have sick leave substituted provided a medical verification of treatment from the employee's attending physician is provided promptly on return to work. Physician certificate should specify date(s) of illness. The City maintains the right to determine essential services which will still operate during the closure between Christmas and New Year's.

6.10 VACATION

From the beginning of employment with the City through completion of three (3) years of full-time service, an employee shall earn 3.08 hours vacation leave per pay period.

Employees shall receive cash payment for unused vacation earnings at their current salary rate at the time of separation. Preference shall be given to the most senior employees within a classification in a division in scheduling a vacation.

<u>Years of Completed Service</u>	<u>Bi-Weekly Accrual Rate</u>	<u>Annual Accrual Rate</u>
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 and over	7.69 hours	200 hours

Employees may not use vacation benefits during the first six months of service except during the holiday furlough between Christmas Day and New Year's Day. Vacation benefits are accrued bi-weekly and may be accrued to a maximum balance of two times the annual accrual rate.

If the employee reaches maximum accrual they will no longer accrue vacation until their excess vacation balance is below the required cap.

Employees must take a minimum of 40 hours vacation and/or compensatory time per fiscal year. Employees not using at least 40 hours vacation and/or compensation time off per fiscal year shall have their accumulated vacation allowance charged for the difference between actual vacation leave taken and 40 hours.

Employees absent without pay for more than 36 hours during a pay period do not earn vacation benefits for that month pay period.

Employees who take a minimum of 80 hours of vacation or compensating time off during a fiscal year are eligible to cash in up to 80 hours of accrued vacation balance. In order to be eligible to cash in accrued vacation the employee must have an accrued vacation balance after cashing in vacation of at least 40 hours. An employee must make a written request prior to June 1 of the year.

6.11 PREMIUM PAY DURING PAID LEAVE

Regular premium pay shall continue to be paid during such paid leaves as vacation, sick leave, etc.

SECTION 7.00 PROBATIONARY PERIOD

Probationary period for all employees shall be one thousand forty hours (1,040).

Maintenance Trainee – Streets and Maintenance Trainee – Parks and Grounds employees will have a probationary period of two-thousand eighty hours (2,080). Trainees will be provided on-the-job training sufficient to acquire knowledge and skills within specific (quarterly) time frames. Only those Trainees who complete and pass quarterly knowledge and skills examinations and obtain their Class A driver's license within one year, will continue training and employment. Any Trainee who fails to pass the quarterly examination will be released from the Trainee position. Employees who are hired as a Maintenance Trainee (Streets and Maintenance & Parks and Grounds) and who promote to a Maintenance Worker 1, shall serve maximum probationary period of two-thousand eighty (2080) hours while an incumbent of either the Maintenance Trainee or as a Maintenance Trainee and as a Maintenance Worker 1. Employees who promote from a Maintenance Trainee to a Maintenance Worker I shall not be subject to an additional probationary period.

SECTION 8.00 HEALTH AND WELFARE BENEFITS

8.01 Medical Insurance

Effective the payroll period after adoption, the City shall increase its maximum contribution to the cafeteria plan (medical, dental and vision) for each bargaining unit member to One Thousand Seven hundred Twenty Five dollars (\$1,725) per month. 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 this amount.

Effective the pay period including January 1, 2016, the City shall increase its maximum contribution to the cafeteria plan (medical, dental and vision) for each bargaining unit member to One Thousand Eight Hundred and fifty dollars (\$1,850) per month.

Effective the pay period including January 1, 2017, the City shall increase its maximum contribution to the cafeteria plan (medical, dental and vision) for each bargaining unit member to Two Thousand dollars (\$2,000) per month.

The Union 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.

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 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 his/her normal paycheck, or to have this amount deposited into the employee's ICMA 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 Director of Administrative Services.

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 SEIU at the time of their retirement and are enrolled in a PERS health plan, 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.

Payment of the City's share of medical insurance premium costs during approved leave of absence for medical reasons shall be as provided in the Family and Medical Leave Act of 1993.

8.02 LIFE INSURANCE

The City shall provide life insurance and AD&D coverage for each employee in the amount of \$50,000. Additional life insurance may be provided at employee's expense.

8.03 MEDICAL EXAMINATION

The Grounds Division employees assigned to spray operations will receive appropriate annual medical examinations.

8.04 FLEXIBLE BENEFIT PLAN

The City agrees to implement a Section 125 (Flexible Benefit) Plan for bargaining unit employees subject to the following conditions being satisfied:

- a. Participating bargaining unit employees shall pay a monthly fee not to exceed \$10.00 as determined by the Plan Administrator.

- b. The City's insurance broker-of-record shall present the City with acceptable alternatives for plan administration.
- c. Plan elements shall include premium conversion, dependent care, un-reimbursed medical and Alternate Benefit.
- d. The Plan shall be made available to all City employees.

8.05 DISABILITY INSURANCE

The weekly indemnity insurance plan shall provide the same benefits as State Disability Insurance and the City shall pay up to a maximum of \$12.50 toward the monthly premiums for each employee. Employees shall be responsible for payment of monthly premiums above \$12.50.

SECTION 9.00 SAFETY

9.01 SAFETY EQUIPMENT, PROTECTIVE CLOTHING, UNIFORMS

Safety equipment which in the sole discretion of the City is necessary for employees shall be furnished by the City.

Protective clothing such as uniforms, gloves, raincoats, safety toe covers, etc. shall be provided in sufficient quantities. Employees who are furnished with a uniform by the City are expected to wear it at all times when on duty. Approved tee-shirts are in compliance with the uniform complement. Tools required by the City shall be furnished without charge, however, employees shall be responsible to exercise due diligence and care to prevent and avoid loss, theft, damage, and breakage.

Mechanics, Lead Mechanic and Mechanic Trainee are responsible for providing their own hand tools and socket sets up to ½" drive. However, the City will provide Technicians, Mechanics, Lead Mechanic and Mechanic Trainee a tool allowance of \$400/year. Such allowance will be used to pay for hand tools which the employees purchase and use in the course of working on City vehicles. Such allowance will be paid to employees as a reimbursement for tools which have been purchased and are used for work on city vehicles and equipment. Employees will be required to submit receipts in order to be reimbursed.

The City, at its cost, shall provide winter jackets to Parks and Grounds, Streets, Building Maintenance, and Garage employees. In addition, Building Inspectors and Public Works Inspectors will be provided winter jackets.

9.02 Safety Shoes/Boots/Glasses

The City agrees to pay eligible bargaining unit employees in the Street Division, Parks and Grounds Division, Building Maintenance Division, Building Inspector, Public Works Inspector, and Garage operation classifications \$160 in the second pay period of each fiscal year, to purchase construction type, hard-soled boots to be worn on the job. The Safety Committee shall develop a list of available boots meeting these requirements.

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.

9.03 SAFETY AND TRAINING COMMITTEE

A Safety and Training Committee consisting of representatives from all City departments shall meet no less frequently than quarterly to hold safety inspections and meetings to recommend improvements consistent with OSHA and to recommend training programs to City management. The Union may designate up to three (3) representatives to the Committee. The Director of Administrative Services or designee shall serve as staff to the Committee.

9.04 WORKPLACE SAFETY

The City shall endeavor to provide safe and healthy working conditions for employees. The City will continue to make a good faith effort to assure safe and healthy working conditions for pregnant employees including provision of safety equipment, manual performance of the work, and medically recommended restrictions.

The City agrees to meet with the Union, upon request, to review findings and receive recommendations for modifications in safety regulations.

9.05 DMV EXAMINATIONS

The City agrees to pay for any medical examination or driver's license fee for any bargaining unit employee who is required by the City to obtain and maintain a DMV Class A or B license in order to perform his/her regular duties. Such medical examinations will be provided by a qualified City physician during the employee's normal working hours unless otherwise arranged by the supervisor and employee. It is expressly understood that the City will not incur any over-time payments as a result of the medical examinations.

SECTION 10.00 GRIEVANCE PROCEDURE/DISCIPLINARY PROCEDURES

10.01 Grievance Definitions

A grievance shall be defined as any dispute, which involves the interpretation or application of the Memorandum of Understanding of the City of Union City Personnel Rules. All grievances filed shall utilize the approved grievance form.

Grievances submitted in writing pursuant to this provision shall cite the section of the M.O.U. 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 Union to bypass the initial steps if the case involves decision-making at a higher administrative level.

10.02 Grievance Procedure

Step 1: The employee and/or his/her representative may present the grievance informally, in writing, or orally, to the immediate management supervisor within ten (10) working days of the occurrence of the dispute or ten (10) working days from such time as the employee or Union could have reasonably been aware of the occurrence. The supervisor shall respond within seven (7) working 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 seven (7) working days of the discussion held in Step 1. A written response will be given to the employee and the Union 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 Director of Administrative Services and/or the City Manager and assigned Union Business Representative who shall meet within twenty (20) working days of receipt of the grievance from Step 2 and attempt to resolve the grievance. The Director of Administrative Services or City Manager shall provide a written response within ten (10) working days of the date of discussion with the Union Business representative.

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 Conciliation Service. The City and Union shall alternately strike names from the list beginning by a coin flip until one name remains. The City and Union agree to divide the cost equally of said Factfinder. The Factfinder designated to hear the dispute shall be authorized to submit a recommendation(s) to the parties to resolve the dispute. Said recommendation(s) must be accepted by both the Union and the City Council in order to become effective.

In the event the recommendation(s) is rejected by either party, 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 Union may be considered. The Factfinder shall have no power to make recommendation(s), which would change, add, delete, or otherwise amend this Agreement or Rules, Regulations or Resolution of the City by reason of his/her recommendation(s), 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 the proceedings. In the case of employees, they shall be compensated at their regular rate of pay for actual time spent in such meetings. The time between the steps of the procedure may be extended by mutual agreement; requests for an agreement to extend the deadline shall be confirmed in writing.

Failure by the employee or Union 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 deemed settled in favor of the employee.

10.03 Disciplinary Definitions

The City agrees to utilize a progressive disciplinary approach to correct an employee's behavior or improve the employee's work product.

At the time of initial filing of an appeal involving a disciplinary matter, the employee must elect to utilize either the appeal procedure contained in the Memorandum of Understanding, or the grievance procedure outlined in the City Personnel Rules, Section 12.00. All appeals filed shall utilize the approved appeal form. Election of either procedure shall preclude utilization of the other.

10.04 Suspension: Notice of Intent

The City agrees to hold disciplinary suspensions in abeyance until completion of the second (2nd) step of the Appeal Procedure. The City shall provide the Union Business Representative with a copy of any Notice of Intent to impose disciplinary action against a bargaining unit employee.

Step 1: An employee who receives a Notice of Intent to Impose Disciplinary Action may request a Skelly Hearing in accordance with Skelly vs. the State Personnel Board. The City shall assign a Skelly Officer to hear the matter and make a determination.

Step 2: Should the matter remain unresolved, the appeal will be submitted to the Director of Administrative Services and/or the City Manager and assigned Union Business Representative who shall meet within twenty (20) working days of receipt of the appeal from Step 1 and attempt to resolve the grievance. The Director of Administrative Services or the City Manager shall provide a written response within ten (10) working days of the date of discussion with the Union Business Representative.

Step 3: Should the matter remain unresolved, either party may request the involvement of a Factfinder within thirty (30) days of the meeting held in Step 2. The names of five (5) Factfinders shall be obtained from the State Conciliation Service. The City and Union shall alternately strike names from the list beginning by a coin flip until one name remains. The City and Union agree to divide the cost equally of said Factfinder. The Factfinder designated to hear the dispute shall be authorized to submit a recommendation(s) to the parties to resolve the dispute. Said recommendation(s) must be accepted by both the Union and the City Council in order to become effective.

In the event the recommendation(s) is rejected by either party, the action previously taken or any compromise settlement reached in Steps 1 through 3 of the appeal procedure shall stand, or other action by the City Council or Union may be considered. The Factfinder shall have no power to make recommendation(s), which would change, add, delete, or otherwise amend this Agreement or Rules, Regulations or Resolution of the City by reason of his/her recommendation(s), but shall be limited to the interpretation thereof. Parties who have direct knowledge of circumstances relating to the appeal may be present at the request of either party during any stage of the proceedings. In the case of employees, they shall be compensated at their regular rate of pay for actual time spent in such meetings. The time between the steps of the appeal procedure may be extended by mutual agreement; requests for an agreement to extend the deadline shall be confirmed in writing.

Failure by the employee or Union to follow the time limits unless extended by mutual agreement shall cause the appeal to be considered withdrawn. Failure by the City to

follow time limits unless extended by mutual agreement shall cause the appeal to be deemed settled in favor of the employee.

SECTION 11.00 MISCELLANEOUS PROVISIONS

11.01 EDUCATIONAL REIMBURSEMENT

When an employee voluntarily and with prior approval of the Administrative Services Director undertakes any 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 \$1,500 per year. If the books are turned over to the City upon course completion, the City shall reimburse the employee for the cost of the books. When the class is of unusual value and cannot be rescheduled during the employee's off hours, the employee may be excused at no loss of pay.

11.02 BENEFICIAL PRACTICES

City agrees that, as a result of signing this agreement, rules or regulations or practices regarding wages, hours and other terms and conditions of employment will not be changed without prior negotiations as provided by State law.

11.03 CONTRACTING OUT

The City shall create a labor/management committee consisting of the Union President and one other individual designated by the Union, at least 45 days prior to releasing a Request for Proposals to replace existing work performed by the bargaining unit that will require the layoff of employees in the bargaining unit. The Committee shall meet to discuss the following:

- Review the proposed scope of the work to be covered in the RFP.
- Review the current cost for the City to provide the service.
- Determine if there are any ways to reduce the current cost for providing the service.

After meeting with the Union the City shall determine if the need still exists to issue the RFP.

If the RFP results in a lower cost, the City shall have the right to accept the RFP.

The City will give the Union two (2) weeks' notice prior to contracting out bargaining unit work which does not result in a reduction of force.

11.04 HEALTH AND SAFETY

In the event an employee has justifiable reason to believe that safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he/she shall immediately inform his/her supervisor who shall have the responsibility to determine what action, if any, should be taken. Should equipment be necessary, the City shall make every effort to acquire it in an expeditious manner, contingent on funds available. An employee may be reassigned to perform other duties pending full investigation of the alleged unsafe condition and/or equipment and corrective action being taken.

In addition, the City agrees to maintain a Safety Committee, which will make recommendations on health and safety issues that occur in the workplace. In order to provide a safe and healthy place to work, the City agrees to comply with laws applicable to its operations concerning the safety of employees covered by this agreement. It is the responsibility of both represented and management employees to comply with all safety rules and regulations established by the City.

11.05 FILLING OF VACANCIES

The City agrees that it will make all reasonable efforts to ensure that vacancies occurring in bargaining unit positions are filled within six (6) months of the occurrence of the vacancy. However, the City shall not be deemed in violation of this provision if extenuating circumstances occur; such extenuating circumstances may be, but are not limited to, special recruitment considerations and/or classification/organizational issues. In the event a position cannot be filled within six (6) months, the City will notify the Union in a timely manner. In the event of extended authorized industrial injury, personal or temporary leaves of absence, the Union agrees that the City may make temporary appointments consistent with applicable City Personnel Rules to ensure that services continue to be provided.

11.06 PERSONNEL FILES

A Written Reprimand in an employee's personnel file will be removed from the file one year after date of issuance. Removal of a Written Reprimand from an employee's personnel file is subject to the following:

- A written request for removal of a Written Reprimand, from the affected employee, is received by the Administrative Services Department;
- No additional disciplinary action has been imposed upon the affected employee within the one year period following issuance of the initial Written Reprimand.

11.07 REVIEW OF OPERATIONAL ITEMS OF MUTUAL INTEREST

The parties agree that the Executive Board and Management (Administrative Services Director and Deputy City Manager) will continue to meet on a monthly basis to review operational items of mutual interest.

11.08 SEPARABILITY

In the event any provision of the Agreement is declared by a court of competent jurisdiction to be illegal or unenforceable, such nullification shall not affect any other provisions of the Agreement and the parties shall renegotiate the voided section to conform as nearly as possible to the original intent.

12.00 TRANSFER AND PROMOTION PROCEDURES

The City shall post announcements for all City job vacancies at each of the following locations:

Civic Center
Corporation Yard
Holly Community Center
Kennedy Community Center
Ruggeri Senior Center
Union City Sports Center

Announcements shall be posted for ten workdays.

13.00 DURATION

This agreement shall continue in full force and effect from January 1, 2015 to June 30, 2017.

PART-TIME PROVISIONS

SECTION 1.00 RECOGNITION, DISCRIMINATION, AND UNION ACTIVITIES

1.01A RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for the following part-time and temporary classifications:

Any full-time classifications represented by the Union and filled by a part-time employee
Facilities Maintenance Attendant
Leisure Services Program Coordinator
Leisure Services Program Manager
Office Specialist I
Office Specialist II
Office Specialist III
Pre-School Site Supervisor I
Senior Recreation Leader
Street Outreach Worker

(Provided the employees in the Senior Recreation Leader, Program Manager, and Program Coordinator classifications work more than three (3) months in a calendar year.

The City agrees to notify the Union each month of all new employees hired into positions represented by the Union. The City shall provide each newly hired represented employee with a copy of the Memorandum of Understanding and a Local 1021 membership application form.

1.01B MAINTENANCE OF MEMBERSHIP

An employee scheduled for regular year-round weekly assignments of twenty (20) hours or more covered by this Memorandum of Understanding who has authorized deduction of regular monthly membership dues or who authorized deductions of such dues during the life of this Memorandum of Understanding may not revoke his/her authorization, except during the period between ninety (90) days and sixty (60) days preceding the expiration date of this Memorandum of Understanding.

If an employee does not revoke the authorization for deduction during the time specified, said dues shall be deducted for the employee's earnings for the entire portion of the term of this Memorandum of Understanding, except in the event of the employee's separation from regular City service or in the event the employee is appointed to a permanent position in a classification not covered by this Memorandum of Understanding and, in such instances, revocation may take place at the time of such status change.

1.02 DISCRIMINATION

The City and the Union agree that they shall not discriminate in any way on account of race, creed, religion, sex, age, sexual orientation, national origin, political affiliation, handicap status, or for Union activity, to the extent prohibited by applicable state and federal law.

1.03 AGENCY SHOP

The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union, and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. Membership in the Union is recognized as separate, apart and distinct from the assumption by an employee of his/her equal obligation to the extent he/she receives equal benefits. The Union agrees it is obligated to represent all of the employees in the Unit and not only for members of the Union, and this Agreement has been executed by the City after it has satisfied itself that the Union is the choice of the majority of the employees in the Unit. Accordingly, it is fair that each employee in the bargaining unit pays his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this agreement.

1.04 INDEMNIFICATION

The Union shall indemnify and hold harmless the City, its officers, and employees from and against any and all loss, damages, costs, expenses, claims, attorney fees, court costs, demands, actions, suits, judgments and other proceedings arising out of any action resulting from Section 1.03 or Section 1.05 of this Agreement.

1.05 DUES DEDUCTION

The City shall deduct once—per pay period, the amount of Union regular and periodic initiation fees, dues, and insurance premiums as may be specified by the Union under the authority of an Authorization Card furnished by the Union and signed by the employee.

1.06 BULLETIN BOARD USE, MEETING FACILITIES

City shall provide reasonable space on bulletin boards for official Union notices and the area stewards shall be responsible for maintenance of the same. City shall reasonably make available conference rooms or other meeting areas for the purposes of holding Union meetings during off-duty time periods at no cost to the Union. Requests for such facilities must follow established procedure with the appropriate City representative and whenever possible notice shall be given by the Union forty-eight (48) hours in advance of the meeting.

1.07 UNION REPRESENTATION

Union officers and representatives shall be granted reasonable access to employee work locations upon advising appropriate management personnel. City shall further allow a reasonable number of Union negotiating committee members reasonable time off during regular working hours without loss of compensation or other benefits when engaged in negotiations with City representatives. City and Union 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.

SECTION 2.00 COMPENSATION

2.01 SALARY

- Effective the first payroll period after adoption, all classifications in the bargaining unit shall receive a 3.5% salary increase.
- Effective the payroll period containing July 1, 2015 all classification in the bargaining unit shall receive a 3.5% salary increase.
- Effective the payroll period containing July 1, 2016 all classifications in the bargaining unit shall receive a 3.5% salary increase.

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 his/her 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 his/her step increase implemented on the first day of the following pay period.

Salary ranges for all represented classes shall be as reflected in Appendix "A" (Salary Schedule).

2.02 Bilingual Compensation

The City will compensate each Part-time Union employee fifty dollars (\$50) per month (\$23.08 per pay period) as compensation for providing oral bilingual skills. The City will compensate each Union employee sixty two dollars and fifty cents (\$62.50) per month (\$28.85 per pay period) as compensation for providing oral and written bilingual skills. 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.

2.03 AUTOMATIC PAYROLL DEPOSIT

Payroll payments shall be deposited through the Automated Payroll Process to an account designated by the employee. Employees have the responsibility to designate an account that meets requirements of Automated Clearing House (ACH).

SECTION 3.00 JOB DESCRIPTIONS

City and Union agree to jointly review all future amended and new job descriptions. City agrees to give the Union two weeks' notice prior to submittal of the descriptions to the City Council for approval. . Upon notice to the City, the Union may request to meet and confer, in accordance with the MMBA, regarding the modifications of current job

descriptions or the creation of future job descriptions. No new or amended job descriptions will be forwarded to the City Council or posted unless and until the Union has had an opportunity to review them.

SECTION 4.00 OVERTIME

Any work in excess of forty (40) hours per week computed for the pay period shall be considered overtime work. Overtime shall be compensated at the rate of one-and-one half (1-1/2) of the base pay rate. Base pay shall include straight time pay, acting pay and special assignment pay when calculating overtime pay.

SECTION 5.00 RETIREMENT BENEFITS

5.01 PERS

PERS RETIREMENT ENHANCEMENT

1. Effective June 5, 2006, the City enhanced the PERS retirement benefit for all Miscellaneous Employees to the 2.5% at 55 retirement formula. Employees participating in the 2.5%@55 shall reimburse the City 8.0% of the City's required contribution towards PERS.
2. Effective November 24, 2010, the City implemented the 2.0%@ 60 Retirement Formula for all new employees using a three year average salary. Employees participating in the 2%@60 retirement plan shall reimburse the City 7% of the City's required contributed toward PERS.
3. Effective January 1, 2013, retirement formula and employee contributions for "new members" shall be those established by PEPR (2.0% @ 62 for miscellaneous personnel).
4. Effective the payroll period after adoption of this agreement, unit employees will reimburse the City an additional 0.5% towards PERS retirement costs, on a pre-tax basis.
5. Effective the payroll period including July 1, 2015, all unit employees will reimburse the City an additional 0.5% towards PERS retirement cost, on a pre-tax basis.
6. Effective the payroll period including July 1, 2016, all unit employees will reimburse the City an additional 0.5% towards PERS retirement cost, on a pre-tax basis.

6.00 LEAVE ADMINISTRATION

6.01 VACATION AND SICK LEAVE

Regular part-time employees will accumulate sick leave and vacation consistent with Section 6 of the full time employee's Agreement except that the accumulation for regular part-time employees will be prorated. The prorated amount shall be determined by the relationship which the part time employee's regular schedule bears to a full time schedule. In the event that a part time employee works full time for a period in excess of sixty (60) calendar days, the employee's benefit accumulation shall reflect the full time schedule.

Hours accumulated in intermittent or temporary assignments shall not apply for accumulating vacation and sick leave eligibility.

6.02 BEREAVEMENT LEAVE

Employees shall be granted paid bereavement leave not to exceed two and one half (2.5) work days upon the death of the employee's immediate family. Close relatives are defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepchild, domestic partner, and other individuals residing in the house hold for whom employee has legal guardianship.

Employees shall be granted up to one work day's bereavement leave to attend the funeral of a close relative not in the employee's immediate family; this entitlement is applicable to an employee's aunt or uncle. Employees shall also be granted time off to attend funerals of fellow employees consistent with operating requirements.

6.03 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. If at least one-half of the employee's normal day shift remains (when the employee returns to Union City), the employee shall return to work. If the employee's work shift is other than a day shift, said employees shall not be required to report to work on that day. Payment and retention of Juror Service Fees shall be governed by State law. Employees are allowed to keep any mileage or transportation allowance paid by the court. Verification of Jury Leave attendance is required.

6.04 HOLIDAYS

The City shall observe the following guaranteed holidays:

New Year's Day	January 1
Martin L. King, Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
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
Christmas Eve	December 24 (when the observance falls on a regular work day)
Christmas Day	December 25

Each part-time employee assigned to regular year-round assignments of twenty hours weekly shall also be granted one additional, four-hour floating holidays. Part-time employees assigned to regular, year-round, weekly assignments of twenty (20) hours are eligible for holiday leave equal to the number of scheduled work hours, when the observed day of the holiday occurs on a regularly scheduled work day.

The City shall determine the number of holidays falling on a Dark (non-working) Friday for which an employee shall be eligible for floating holiday time prior to the end of July of each year and credit the employee's floating holiday bank with the appropriate number of hours.

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 floating holiday occurs. The City shall recover any over payments from the separated employee for holiday time advanced.

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.

Part-time employees whose regular work day falls on a City holiday will receive pro-rated holiday pay (50% = 4 hours, 75% = 6 hours) for the day the City observes a holiday.

Part-time employees whose regular work day does not fall on a City holiday (employee works Tuesday, Thursday and Saturday, and holiday is on a Monday), will not receive compensation or holiday credit.

Part-time employees whose regular work day falls on the same day as a City holiday and the employee is required to work will receive paid time and a half for regular hours worked that day, plus prorated floating holiday credit.

6.05 CITY CLOSURE

The City shall be closed between Christmas and New Years. During the period between Christmas and New Year's, an employee can take accrued vacation, floating holiday, compensatory time or take the time without compensation. Sick and personal leaves are not eligible leaves for use during the closer. However, employees who become ill during the furlough may have sick leave substituted provided a medical verification of treatment from the employee's attending physician is provided promptly on return to work. Physician certificate should specify date(s) of illness. The City maintains the right to determine essential services which will still operate during the closure between Christmas and New Year's.

SECTION 7.00 PROBATIONARY PERIOD

Probationary period for all part-time employees shall be one thousand forty (1040) hours.

SECTION 8.00 HEALTH AND WELFARE BENEFITS

8.01 INSURANCE

Regular Part-time employees may participate in the group medical, dental, or vision care plans. Effective July 1, 2005 the City shall provide the regular part time employees the

same medical benefits as provided to full time employees per Section 8 of the full time agreement except that the City contribution toward medical, dental and/or vision coverage for those part time employees who are eligible for coverage shall be prorated. The prorated amount shall be determined by the relationship which the part time employee's regular schedule bears to the full time schedule.

Effective July 1, 2008, the City has adopted a policy establishing and maintaining equity for all City employees in terms of medical, dental and vision insurance benefits, and will implement this policy as soon as possible, given economic conditions.

In the event that a part time employee works full time for a period in excess of sixty (60) calendar days, the employee's benefit accumulation shall reflect the full time schedule. Part-time employees assigned to intermittent, temporary or regular assignments of less than twenty (20) hours per week are not eligible to participate in the group medical, dental, or vision care plans. This exclusion specifically includes part-time employees who may accumulate more than 1,000 hours of work per year by combining two or more temporary or intermitted work assignments (i.e. in different programs).

8.02 MEDICAL INSURANCE

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 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 his/her normal paycheck, or to have this amount deposited into the employee's ICMA 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 Director of Administrative Services.

8.03 LIFE INSURANCE

The City shall provide life insurance and AD&D coverage for each employee in the amount of \$50,000. Additional life insurance may be provided at employee's expense.

8.04 DISABILITY INSURANCE

The weekly indemnity insurance plan shall provide the same benefits as State Disability Insurance and the City shall pay up to a maximum of \$12.50 toward the monthly premiums for each employee. Employees shall be responsible for payment of monthly premiums above \$12.50.

SECTION 9.00 SAFETY

Safety equipment necessary for employees shall be furnished by the City.

SECTION 10.00 GRIEVANCE PROCEDURE/DISCIPLINARY PROCEDURES

10.01 Grievance Definitions

A grievance shall be defined as any dispute, which involves the interpretation or application of the Memorandum of Understanding of the City of Union City Personnel Rules. All grievances filed shall utilize the approved grievance form.

Grievances submitted in writing pursuant to this provision shall cite the section of the M.O.U. 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 Union to bypass the initial steps if the case involves decision-making at a higher administrative level.

10.02 Grievance Procedure

Step 1: The employee and/or his/her representative may present the grievance informally, in writing, or orally, to the immediate management supervisor within ten (10) working days of the occurrence of the dispute or ten (10) working days from such time as the employee or Union could have reasonably been aware of the occurrence. The supervisor shall respond within seven (7) working 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 seven (7) working days of the discussion held in Step 1. A written response will be given to the employee and the Union 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 Director of Administrative Services and/or the City Manager and assigned Union Business Representative who shall meet within twenty (20) working days of receipt of the grievance from Step 2 and attempt to resolve the grievance. The Director of Administrative Services or City Manager shall provide a written response within ten (10) working days of the date of discussion with the Union Business representative.

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 Conciliation Service. The City and Union shall alternately strike names from the list beginning by a coin flip until one name remains. The City and Union agree to divide the cost equally of said Factfinder. The Factfinder designated to hear the dispute shall be authorized to submit a recommendation(s) to the parties to resolve the dispute. Said recommendation(s) must be accepted by both the Union and the City Council in order to become effective.

In the event the recommendation(s) is rejected by either party, 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 Union may be considered. The Factfinder shall have no power to make recommendation(s), which would change, add, delete, or otherwise amend this Agreement or Rules, Regulations or Resolution of the City by reason of his/her recommendation(s), 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 the proceedings. In the case of employees, they shall be compensated at their regular rate of pay for actual time spent in such meetings. The time between the steps of the procedure may be extended by mutual agreement; requests for an agreement to extend the deadline shall be confirmed in writing.

Failure by the employee or Union 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 deemed settled in favor of the employee.

10.03 Disciplinary Definitions

The City agrees to utilize a progressive disciplinary approach to correct an employee's behavior or improve the employee's work product.

At the time of initial filing of an appeal involving a disciplinary matter, the employee must elect to utilize either the appeal procedure contained in the Memorandum of Understanding, or the grievance procedure outlined in the City Personnel Rules, Section 12.00. All appeals filed shall utilize the approved appeal form. Election of either procedure shall preclude utilization of the other.

10.04 Suspension: Notice of Intent

The City agrees to hold disciplinary suspensions in abeyance until completion of the second (2nd) step of the Appeal Procedure. The City shall provide the Union Business Representative with a copy of any Notice of Intent to impose disciplinary action against a bargaining unit employee.

Step 1: An employee who receives a Notice of Intent to Impose Disciplinary Action may request a Skelly Hearing in accordance with Skelly vs. the State Personnel Board. The City shall assign a Skelly Officer to hear the matter and make a determination.

Step 2: Should the matter remain unresolved, the appeal will be submitted to the Director of Administrative Services and/or the City Manager and assigned Union Business Representative who shall meet within twenty (20) working days of receipt of the appeal from Step 1 and attempt to resolve the grievance. The Director of Administrative Services or the City Manager shall provide a written response within ten (10) working days of the date of discussion with the Union Business Representative.

Step 3: Should the matter remain unresolved, either party may request the involvement of a Factfinder within thirty (30) days of the meeting held in Step 2. The names of five (5) Factfinders shall be obtained from the State Conciliation Service. The City and Union shall alternately strike names from the list beginning by a coin flip until one name remains. The City and Union agree to divide the cost equally of said Factfinder. The Factfinder designated to hear the dispute shall be authorized to submit a recommendation(s) to the parties to resolve the dispute. Said recommendation(s) must be accepted by both the Union and the City Council in order to become effective.

In the event the recommendation(s) is rejected by either party, the action previously taken or any compromise settlement reached in Steps 1 through 3 of the appeal procedure shall stand, or other action by the City Council or Union may be considered. The Factfinder shall have no power to make recommendation(s), which would change, add, delete, or otherwise amend this Agreement or Rules, Regulations or Resolution of

the City by reason of his/her recommendation(s), but shall be limited to the interpretation thereof. Parties who have direct knowledge of circumstances relating to the appeal may be present at the request of either party during any stage of the proceedings. In the case of employees, they shall be compensated at their regular rate of pay for actual time spent in such meetings. The time between the steps of the appeal procedure may be extended by mutual agreement; requests for an agreement to extend the deadline shall be confirmed in writing.

Failure by the employee or Union to follow the time limits unless extended by mutual agreement shall cause the appeal to be considered withdrawn. Failure by the City to follow time limits unless extended by mutual agreement shall cause the appeal to be deemed settled in favor of the employee.

SECTION 11.00 MISCELLANEOUS PROVISIONS

11.01 BENEFICIAL PRACTICES

City agrees that as a result of signing this agreement, rules or regulations or practices regarding wages, hours and other terms and conditions of employment will not be changed without prior negotiations as provided by State Law.

11.02 PERSONNEL FILES

A written reprimand in an employee's personnel file will be removed from the file one year after the date of issuance. Removal of a Written Reprimand from an employee's personnel file is subject to the following:

- A written request for removal of a Written Reprimand, from the affected employee, is received by the Administrative Services Department;
- No additional disciplinary action has been imposed upon the affected employee within the one year period following issuance of the initial Written Reprimand.

11.03 SEPARABILITY

In the event any provision of the Agreement is declared by a court of competent jurisdiction to be illegal or unenforceable, such nullification shall not affect any other provisions of the Agreement and the parties shall renegotiate the voided section to conform as nearly as possible to the original intent.

11.04 EDUCATIONAL REIMBURSEMENT

When an employee voluntarily and with prior approval of the Administrative Services Director undertakes any 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 \$1,500 per year. If the books are turned over to the City upon course completion, the City shall reimburse the employee for the cost of the books. When the class is of unusual value and cannot be rescheduled during the employee's off hours, the employee may be excused at no loss of pay.

SECTION 12.00 TRANSFER PROCEDURES

Non-probationary part-time employees scheduled for year-round weekly assignments of twenty (20) hours or more may request movement to a vacant, full-time position in the same classification within the same department. Such request must be made in writing to the Department Head and Administrative Services Director and must be received prior to the final filing date of the recruitment process as established by the Administrative Services Department. The Department Head shall have the discretion to deny the request or recommend that the action be approved by the Appointing Authority. In the event of approval, the employee shall be subject to a six-month probationary period, regardless of step placement within the salary range. It is understood that part-time employees as defined above, may apply for movement to a full-time vacant position in another department. However, approval of such action shall occur only with the consent of both department heads as specified in Section 8.04 of the Personnel Rules, and the affected employee shall serve a six (6) month probationary period.

12.01 REALLOCATION OF POSITION

The City agrees to conduct a Certification Analysis in instances where a part-time position is reallocated to a different City classification on a full time regular basis, provided that no full-time regular employees in the classification request transfer. The Certification Analysis shall be conducted by the Administrative Services Department for the purpose of determining an incumbent's qualifications relative to the qualifications established for the newly classified position. The Certification Analysis shall evaluate:

- a) Whether the incumbent meets the established minimum qualifications for the alternate classification;
- b) Whether the incumbent is non-probationary;
- c) Whether the incumbent's job performance has been satisfactory, as demonstrated by overall satisfactory performance appraisals, and the absence of disciplinary action, for a period of one-year prior to the establishment of the newly created position.

An incumbent who does not meet the minimum qualifications for the alternate classification, as determined by the Certification Analysis, shall not be considered for appointment to the newly created position.

Should an eligibility list exist for, and the incumbent has been determined to meet the minimum qualifications of the alternate classification, the incumbent shall be certified to the eligibility list in an unranked position. The incumbent and all eligibles that have been certified for the eligibility list will be considered when filing the newly classified position.

Should no eligibility list exist for, and the incumbent meets the minimum qualifications the alternate classification, and no full-time regular employee in the classification requests transfer to the newly created position, the incumbent shall be appointed to the position.

It is further agreed that whenever a part-time position in a given City classification is reallocated to full-time in the same classification, the following order of filling that full-time position shall be observed:

1. Full time employees wishing to exercise transfer rights as provided in Section 8.03 of the City Personnel System Rules and Regulations.
2. The incumbent in the part-time position, given overall satisfactory job performance and the absence of disciplinary action.
3. Part time employees requesting movement pursuant to Section 9.00 Transfer, of the Part Time Provisions of this M.O.U.
4. Open competitive examination.

SECTION 13.00 DURATION

This agreement shall continue in full force and effect from January 1, 2015 to June 30, 2017.

LETTER OF AGREEMENT

9/80 ALTERNATE WORK SCHEDULE

1. IMPLEMENTATION

A. WORK PERIOD DEFINED

For employees working a 9/80 schedule, the workweek for purposes of weekly overtime shall commence and end at the midpoint of their regular work schedule on the employee's 8-hour workday. For all employees, this midpoint shall be on Friday. Supervisor will be responsible for monitoring employees' hours to ensure they do not work overtime inadvertently or without prior approval. The time card of an employee who works his/her regular 9/80 schedule and doesn't work overtime during a pay period shall show a total of eighty (80) hours.

A 9/80 work plan is a schedule that allows an individual to work eighty (80) hours in nine (9) days and have the tenth day in the two week period off. In order to accomplish this, an individual will work nine (9) hours on Monday, Tuesday, Wednesday, Thursday each week. During the first week, the individual will work eight (8) hours on Friday and in the second week the individual will have Friday off except for employees in Leisure Services who will develop a 9/80 schedule which alternates their additional weekday off. Consistent with Section 4.02 Overtime of the City-SEIU 790 MOU, overtime compensation will be paid for assigned hours worked in excess of the normal work day (8 or 9 hours, depending on scheduling) and/or the normal work week

B. DAYS OFF

Every other Friday shall be the designated day off. This will concentrate the effect of the alternate work schedule (AWS) and make it easier to plan work schedules and meetings. It is understood that there should be fewer day/hours off for medical appointments, personnel leave, etc., since staff is encouraged to schedule these on their day off.

C. VACATION

The employee will be charged for the number of hours that they would have been schedule to work during the period they are on vacation, i.e., vacation is Monday – Friday, the hours during that period could be either 44 or 36 depending on the individual's schedule.

D. SICK LEAVE

A day sick would be charged as nine (9) hours unless the sick day falls on the normally schedule eight (8) hour day. No adjustments or allowances are made for illness on a normally scheduled day off.

E. **BEREAVEMENT LEAVE**

Leave time requested under Section 6.04 shall be converted to hours based on a 9-hour day unless the bereavement day falls on the normally scheduled eight (8) hour day.

Bereavement Leave: Five (5) days allowed, equivalent to Forty (40) hours.

F. **MILITARY LEAVE, JURY DUTY**

If the duration of leave is expected to be longer than one week, the employee will automatically convert to a five-day, forty hour (5/40) week at the beginning of the work period in which the military leave or jury duty is scheduled to begin. After completion, the employee may return to the 9/80 program at the beginning of the next work period after their return.

G. **LUNCH PERIOD/BREAKS**

For City Hall employees, in addition to a one (1) hour unpaid lunch, one 15-minute break in the morning, and one in the afternoon, are permitted for employees participating in the plan, schedule according to departmental needs. Unused break time is forfeited and may not be used to extend the meal period or reduce the workday.

Corporation Yard employees shall also be entitled to one 15-minute break in the morning and one 15-minute break in the afternoon.

H. **EXCEPTIONS**

It may be necessary to have staff members revert to a 5/40 schedule due to operational requirements. This will occur only on a case-by-case basis as recommended by the Department Head and authorized by the City Manager. In such instance, the City shall provide the Union and affected employees with ten (10) working days notice prior to such change. The Maintenance II Public Works position shall not work the 9/80 schedule.

In rare instances, employees may be asked/required to work on their day off. If this occurs, the member will receive either compensatory time or overtime as provided in Section 4.02 of the M.O.U.

I. **WORKDAY**

All participating employees in City Hall shall work 8.00a.m. to 6:00p.m. on the nine (9) hour days; on the eight (8) hour days, the schedule shall be 8:00a.m. to 5:00p.m. with one hour for lunch. The public reception/service counters in City Hall shall remain open to the public on both the 8-hour and 9-hour workdays from 12:00p.m. to 1:00p.m. Employees at the Corporation yard shall work 7:00a.m. until 4:30p.m. on the 9-hour workday, with a half hour unpaid lunch; on the eight (8) hour day, employees shall work 7:00a.m. to 3:30p.m. with a half-hour unpaid

lunch. During Daylight Savings Time, Corporation Yard employees shall report to work at 6:30a.m.; during Standard Time, the shift start time shall revert to 7:00a.m.

Appendix A-1

CITY OF UNION CITY - Salary Compensation Plan - FY 2015-16

<u>Bargaining Unit</u>	<u>#</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
SEIU 1021	50520	Administrative Assistant I	4,250	4,446	4,649	4,867	5,090
SEIU 1021	50525	Administrative Assistant II	4,649	4,867	5,090	5,327	5,574
SEIU 1021	50530	Administrative Assistant III	5,090	5,327	5,574	5,835	6,109
SEIU 1021	50290	Bldg./Code Comp. Insp.	5,983	6,260	6,547	6,847	7,160
SEIU 1021	50201	Bldg./Code Comp. Insp. - Trainee	5,407	5,660	5,919	6,190	6,474
SEIU 1021	50250	Building Permit Clerk	4,010	4,199	4,394	4,601	4,818
SEIU 1021	50255	Building Permit Technician	4,770	5,009	5,250	5,493	5,732
SEIU 1021	50565	Digital Marketing Specialist	4,250	4,446	4,649	4,867	5,090
SEIU 1021	50371	Facilities Maint Attendant	3,550	3,727	3,914	4,110	4,316
SEIU 1021	50331	Facilities Technician	5,101	5,336	5,576	5,831	6,097
SEIU 1021	50351	Facility Maint - Worker	4,608	4,816	5,033	5,265	5,502
SEIU 1021	50080	Finance Specialist I	3,956	4,133	4,332	4,536	4,747
SEIU 1021	50090	Finance Specialist II	4,332	4,536	4,747	4,975	5,210
SEIU 1021	50100	Finance Specialist III	4,747	4,975	5,210	5,458	5,720
SEIU 1021	50537	Lead Outreach Worker	4,562	4,790	5,029	5,281	5,545
SEIU 1021	50323	Lead Veh. Heavy Eqpt. Mech.	5,536	5,788	6,054	6,323	6,617
SEIU 1021	50361	Leisure Services Maintenance Worker	4,197	4,407	4,627	4,858	5,101
SEIU 1021	50360	Maint I - Parks & Grounds	4,320	4,524	4,735	4,957	5,192
SEIU 1021	50330	Maint I - Streets	4,320	4,524	4,735	4,957	5,192
SEIU 1021	50342	Maint II - Parks & Grounds	4,783	5,008	5,241	5,488	5,748
SEIU 1021	50320	Maint II - Streets	4,783	5,008	5,241	5,488	5,748
SEIU 1021	50325	Maint Trainee-Parks & Grounds	3,612	3,779	3,956	4,139	4,332
SEIU 1021	50350	Maint Trainee-Streets	3,612	3,779	3,956	4,139	4,332
SEIU 1021	50200	Neighborhood Pres Specialist	5,648	5,909	6,179	6,462	6,758
SEIU 1021	50500	Office Specialist I	3,261	3,410	3,561	3,720	3,889
SEIU 1021	50505	Office Specialist II	3,561	3,720	3,889	4,067	4,250
SEIU 1021	50510	Office Specialist III	3,889	4,067	4,250	4,446	4,649
SEIU 1021	50560	Preschool Site Supervisor II	3,345	3,512	3,688	3,872	4,066
SEIU 1021	50291	Public Works Inspector	5,890	6,222	6,523	6,838	7,168
SEIU 1021	50370	Public Works Maintenance II	4,783	5,008	5,241	5,488	5,748
SEIU 1021	50130	Recreation Administrative Technician	5,227	5,488	5,763	6,051	6,353
SEIU 1021	50160	Rec. Program Coord.	4,758	4,989	5,235	5,495	5,764
SEIU 1021	50600	Recycling Programs Coordinator	4,758	4,989	5,235	5,495	5,764
SEIU 1021	50292	Senior Public Works Inspector	6,330	6,642	6,960	7,296	7,645
SEIU 1021	50380	Special Projects Coordinator	4,450	4,660	4,877	5,105	5,348
SEIU 1021	50538	Street Outreach Worker	3,416	3,587	3,767	3,955	4,152
SEIU 1021	50341	Street Sweeper Operator	4,608	4,816	5,033	5,265	5,502
SEIU 1021	50321	Veh. Heavy Eqpt. Mech.	4,943	5,167	5,403	5,648	5,909
SEIU 1021	50324	Veh. Heavy Eqpt. Mech. - Trainee	4,037	4,250	4,474	4,709	4,958
SEIU 1021	50326	Vehicle Equipment Technician	4,108	4,313	4,529	4,755	4,993
SEIU 1021	50536	Youth Employment Coordinator	4,562	4,790	5,029	5,281	5,545
SEIU 1021 PT	50373	Facilities Maint Attendant (PT)	20.48	21.50	22.58	23.71	24.90
SEIU 1021 PT	50533	L/S Program Manager	16.18	16.98	17.83	18.71	19.64
SEIU 1021 PT	50500	Office Specialist I (PT)	18.82	19.69	20.54	21.46	22.43
SEIU 1021 PT	50505	Office Specialist II (PT)	20.54	21.46	22.44	23.46	24.52
SEIU 1021 PT	50510	Office Specialist III (PT)	22.43	23.43	24.49	25.61	26.77
SEIU 1021 PT	50561	Preschool Site Supv. I	15.64	16.42	17.24	18.10	19.00
SEIU 1021 PT	50532	Program Coordinator (PT)	20.67	21.72	22.81	23.95	25.15
SEIU 1021 PT	50531	Senior Recreation Leader	13.29	13.97	14.67	15.40	16.18
SEIU 1021 PT	50538	Street Outreach Worker (PT)	19.71	20.69	21.73	22.82	23.95

Appendix B

City of Union City

Definitions

Temporary Employee

A Temporary employee is a non-regular employee who is hired for a limited time period under one of the following conditions:

- 1.) To work in the absence of a permanent employee who is on leave
- 2.) To work for a defined period which does not exceed one thousand (1,000) hours per year or does not exceed a period of six (6) months.
- 3.) To work on a special project which does not exceed twelve (12) months.

Regular Full-Time Employee

A regular full time employee is an employee who is hired into a permanent forty (40) hour per week position in the competitive service and who has completed his/her probationary period.

Regular Part – Time Employee

A regular part-time employee is and employee who is hired into a permanent twenty (20) to thirty-nine (39) hours per week position in the competitive service and who has completed his/her probationary period.

Probationary Employee

A probationary employee is a regular full-time or regular part-time employee who is hired into a position in the competitive service and who is serving a probationary period of 1,040 hours

Probationary Period

A probationary period is the initial period of employment in which an employee is required to demonstrate his/her ability to meet the requirements of the position to which the employee is appointed.

Provisional Appointment

A provisional appointment is an appointment of a person to a regular position in the competitive service in the absence of an eligibility list. The person who is appointed must possess the minimum qualifications for the position. The appointment period will not exceed six (6) months. The appointment may be extended by one (1) month with approval of the City Council.

FOR THE CITY

Walt E. Hoff
Ann M. Phelan
Glenn Balkheimer

[Signature]

City Manager

Date: 24 NOVEMBER 2015

FOR SEIU Local 1021

[Signature]
Melanie [Signature]
Craig Lutz
~~[Signature]~~
Richard Watson
Lauri [Signature]
~~[Signature]~~
Tammy [Signature]

[Signature]

Executive Director – John Stead-Mendez

[Signature]

East Bay Director- Dana MacPherson