

# **CITY OF UNION CITY**

## **MEMORANDUM OF UNDERSTANDING UNION CITY POLICE OFFICERS' ASSOCIATION**

July 1, 2012 to June 30, 2014

## MEMORANDUM OF UNDERSTANDING

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# **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF UNION CITY AND THE UNION CITY POLICE OFFICERS' ASSOCIATION**

## **PREAMBLE**

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

## **SECTION 1.00 GENERAL PROVISIONS**

### **1.01 CITY RIGHTS**

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

### **1.02 RECOGNITION**

The City recognizes the Association as the sole and exclusive bargaining representative for the classifications of: Police Officer Recruit, Police Officer, Police Corporal, Police Sergeant, Dispatcher Clerk Trainee, Dispatcher Clerk, Police Office Assistant, Police Department Office Coordinator, Property Clerk, Community Service Aide, Public Services Officer, and Permanent Part-time Prisoner Transportation Officer.

### **1.03 ASSOCIATION RIGHTS**

The City recognizes the right of the Association to police this Agreement, assist its members in resolution of grievances, and participate in the negotiation of this and future Agreements. In recognizing these rights, the City shall provide reasonable time for the negotiating of this and future memoranda. For the purposes of the Memorandum of Understanding, reasonable time shall be that time that is agreed upon between authorized bargaining representatives and their Division Commander, or in their absence, any other available Division Commander. Such time shall be negotiated and agreed upon prior to its use. If agreement cannot be reached the Chief of Police shall decide the issue. No other Association business shall be conducted on City time by any employee of the Police Department without prior approval of the Chief of Police.

Members of the Executive Board of the Union City Police Officers' Association may be allowed to utilize personal leave to attend bona fide union membership meetings provided the employee submits a request for time-off in advance. The Association and its designated legal representative have a right of access to members. The City shall, with prior approval, provide adequate space and access to Association members or a designated legal representative. The City shall not provide access to copy machines, telephones or other equipment that is the sole possession of the City of Union City without prior approval from the Chief of Police.

#### 1.04 NON-DISCRIMINATION

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

#### 1.05 AGENCY FEE

1.05.01 Any person who is employed as a bargaining unit member, except management employees, and who has not voluntarily made application for membership in the Association within the thirtieth (30th) day following the effective date of this agreement or the thirtieth (30th) day following the date upon which the employee has been formally hired by the City as a bargaining unit employee, or who is not exempted in Section 1.05.07 as a condition of continued employment in the City, must pay to the Association a service fee.

1.05.02 In the event that a unit member fails to become a member of the Association or pay such fee directly to the Association, the City shall begin automatic payroll deduction, upon notice of such failure from the Association.

1.05.03 Prior to beginning such automatic payroll deduction, the Association will certify to the City in writing that the employee whose pay is to be affected by the deduction:

- A. has refused to join the Association;
- B. has refused to tender the amount of the service fee as defined herein;
- C. has not applied for an exemption under Section 1.06.07 herein; and
- D. that the Association has complied with the appropriate legal notice requirements regarding agency fees.

1.05.04 The written certification above shall be a condition precedent to any collection of the service fee by the City.

1.05.05 Minimum requirements for automatic payroll deduction of fee:

- A. The City is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the City's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence without pay for more than thirty (30) days.
- B. The unit member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees to be deducted.
- C. When a unit member is on a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of a unit member who is on a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Association dues and service fees.

1.05.06 Amount Of Service Fee

The amount of service fee collected from bargaining unit members shall be that allowed by law.

1.05.07 Individual Exemptions From Obligation To Pay Service Fee

- A. Any unit member shall be exempted from requirements of a service fee if such unit member is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting an "employee organization" as defined by Section 3502.5(c) of the Government Code.
- B. To be exempt from the fee for the reason set forth above, the unit member must first submit by registered mail a written statement describing the grounds for the exemption to both the Association and the City. New employees must register objections within thirty (30) days of employment.
- C. A unit member whose application has been approved shall as an alternative to payment of a service fee to the Association, pay an amount equivalent to such service fee to any charity or educational foundation jointly agreed upon by the City and the Association which is exempt from taxation under the Internal



Revenue Code and is not affiliated in any manner with the Association, and is not related to an established religious organization.

- D. An employee whose application for an exemption has been approved will be required to show proof of contribution to a charity by means of canceled check or other reasonable proof within thirty (30) days. Failure to show such proof will risk disapproval.

#### 1.05.08 City's Obligation

The City's obligations under this Article are: (1) to notify unit member(s) who have failed to comply with the provisions of this Section that, as a condition of employment in the City, such unit member must either become an Association member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and (2) deduct from pay appropriate amounts. Under no circumstances shall the City be required to dismiss or otherwise discipline any unit member for failure to fulfill obligations to the fees established herein or contributions to the designated charities.

#### 1.05.09 Hold Harmless And Indemnity Provision

- A. The Association, as defined by this Agreement, shall hold the City harmless and shall fully and promptly reimburse the City for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the City or any of its agents by other than the Association in connection with the administration or enforcement of any section of this agreement pertaining to representation fee. Such reimbursement shall include costs and attorney's fees incurred by the City.
- B. Upon notice that the City is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the City regarding the reasonableness and merit of any claim, demand, suit, or action for which the City seeks indemnification, and shall attempt to agree whether any such action listed above in "(A)" shall be compromised, resisted, defended, tried, or appealed.
- C. Determining whether or not such action shall be compromised, resisted, defended, tried, or appealed, the City will defer to the Association's interest if the City does not have a distinct and separate legal interest in the matter in dispute.

- D. The City shall not be entitled to be reimbursed for any fees, costs, charges, or penalties for which the Association was not properly notified and provided the opportunity to discuss as set forth herein; nor will the City be entitled to any such reimbursement when the City's efforts in defending against such action would be duplicative, or when the City is defending a separate and distinct legal interest or when the City is defending an activity which is arguably subject to criminal liability on the part of any City administrator.

## 1.06 USE OF FACILITIES

The City shall provide reasonable space on bulletin boards for Association business. The Association President or designee shall be responsible for maintenance of Association postings. Furthermore, the City shall reasonably make available conference rooms or other meeting areas to the Association at no cost to the Association for the purpose of conducting general membership meetings during City non-business hours, except under unusual circumstances. Requests for the use of such facilities must follow established procedures and must be made to the appropriate City representative.

## 1.07 RELEASE TIME

### 1.07.01 POA Bargaining Team Members

All on-duty POA personnel who are active members of the Associations' Bargaining Team are entitled to two hours (2) of adjusted time off as preparation time immediately preceding any regularly scheduled bargaining meeting.

Any Association Bargaining Team member who is on a regularly scheduled day off on the day of the bargaining meeting shall be compensated at a rate of time-and-one-half the employee's regular hourly rate to attend the bargaining meeting between the Association and the City. Team members who are on their regularly scheduled day off will not be compensated for the two (2) hour preparation time.

The Association Bargaining Team shall have no more than seven (7) members. The Association may replace Bargaining Team members who are unable to continue as designated Bargaining Team Members; however, the Association's Team membership eligible for compensation under this section shall not exceed seven (7) members.

### 1.07.02 POA Release Time Bank

The City and the POA agree to establish and maintain a "Release Time Bank" for use by POA members to conduct and/or attend essential union activities including, but not limited to, conventions, professional association meetings, training classes, and symposia, and excluding political activity, fund raisers, and

recreational activities. For purposes of this section, political activity shall not include meetings with individual City Council members or attending City Council meetings. The POA President or his designee shall have sole discretion as to the use of the time bank.

The City agrees to establish a non-cumulative "POA Release Time Bank." Prior to July 1st, the POA will provide the Administrative Services Director with a list of time donated by POA members to be credited to the "POA Release Time Bank" to a maximum balance of two-hundred (200) hours per fiscal year. Time banks available for donation by POA members to the time bank is limited to accrued vacation and compensatory time banks. If on July 1st of each subsequent year, fewer than two hundred (200) hours have been utilized from the time bank for the previous fiscal year, the POA shall notify the Administrative Services Director of those individuals donating vacation time or compensatory time to raise the time bank to the agreed two hundred (200) hour balance.

Requests to use accrued time from the "POA Release Time Bank" shall be made to the affected Division Commander as soon as possible but no later than twenty-four (24) hours in advance of the proposed use. The Division Commander will deny any requests that cause overtime to be generated. The POA may appeal the decision of a Division Commander to the Chief of Police who may authorize the utilization of overtime on a non-precedent setting case by case basis.

## SECTION 2.00 COMPENSATION

### 2.01 SALARY

Effective the payroll period after adoption of the agreement, the City shall increase the salaries for all **sworn** classifications by 4.0%.

- Police Officer Recruit
- Police Officer
- Police Corporal
- Police Sergeant

Effective the payroll period containing January 1, 2013, the City shall increase the salaries for all **sworn** classifications by 1.0%.

- Police Officer Recruit
- Police Officer
- Police Corporal
- Police Sergeant

Effective the payroll period including January 1, 2013, the City shall increase the salaries for all **non-sworn** classifications by 1.1%.

- Public Services Officer
- Community Services Aide
- Dispatcher Clerk Trainee
- Dispatcher Clerk

- Property Clerk
- Police Office Assistant
- Police Department Office Coordinator

Effective the payroll period including June 30, 2013, the City shall increase the salaries for all **sworn** classifications by 4.0%.

- Police Officer Recruit
- Police Officer
- Police Corporal
- Police Sergeant

Effective the payroll period including January 1, 2014 the City shall increase the salaries for all **sworn** classifications by 1.0%.

- Police Officer Recruit
- Police Officer
- Police Corporal
- Police Sergeant

Effective the payroll period including January 1, 2014 the City shall increase the salaries for all **non-sworn** classifications by 1.1%.

- Public Services Officer
- Community Services Aide
- Dispatcher Clerk Trainee
- Dispatcher Clerk
- Property Clerk
- Police Office Assistant
- Police Department Office Coordinator

The City will provide all **non-sworn** members represented by the UCPOA, who are employed by the City on March 1, 2014 a lump sum payment of \$680.00 for full-time employees if the following condition is met:

- If the City's FY 2012/13 Audited Annual General Fund revenues exceed the budgeted FY 2012/13 Annual General Fund revenues by more than 1.0%.

## 2.02 ACTING PAY

Employees who are assigned by the Chief of Police or their designee to assume the duties of a position of higher classification when a vacancy in that higher classification exists, and have been assigned and worked for a period of one full shift (non-cumulative), shall be paid retroactive to the first day of assignment at the first step of the higher classification or five percent (5%) above their regular salary, whichever is greater. The employee must initiate appropriate departmental documentation and submit such documentation through the chain of command. This paragraph does not apply to Corporals assuming supervisory duties for one week or less

In order to preserve and maintain consistency and quality of supervision, a Corporal(s) assigned to the same shift as (an) absent Sergeant(s) shall replace (an) absent Sergeant(s). Corporal(s) and Sergeant(s) assigned to the same shift shall not be granted time off at the same time.

During an absence of a week or more of a Sergeant which cannot be covered by another Sergeant or Corporal, the Chief of Police shall appoint an Acting Sergeant from among the Corporal rank to replace the Sergeant during the absence. Such appointments shall be for a minimum of forty (40) hours. The designated Corporal must assume the actual Watch Commander schedule of the absent Sergeant. Work assignments of unit members shall not be changed for the sole purpose of evading the acting pay requirements.

#### 2.03 FIELD TRAINING OFFICER/COMMUNICATION TRAINING OFFICER DIFFERENTIAL

For the period of this Memorandum of Understanding, sworn officers who are assigned to the temporary position of Field Training Officers shall receive a five percent (5%) differential in addition to their regular base salary when assigned to train regular and reserve officers who are placed in the Field Training Program.

For the period of this Memorandum of Understanding, Dispatcher Clerks who are assigned to the temporary position of Communications Training Officers, shall receive a five percent (5%) differential in addition to their regular base pay when assigned to train Dispatcher Clerk Trainees who are placed in the Communications Training Program, or other employees who are being trained in the Radio Dispatch function.

#### 2.04 MINIMUM COURT TIME

A bargaining unit employee who is required to attend court during off-duty time in response to a valid subpoena received as a result of their City employment shall be paid a minimum of four (4) hours at time-and-one-half their regular rate of pay for their classification. The following conditions and exceptions shall apply:

- A. An employee may receive a minimum court time allowance of four (4) hours of overtime pay only once in any day. The four (4) hour minimum will be paid only for the first appearance of the day.
- B. An employee shall not be paid for a lunch period of one (1) hour or less when courts take an actual luncheon recess.
- C. An employee who has received the minimum court time pay of four (4) hours at the overtime rate for their first appearance shall be entitled to a minimum pay of one (1) hour at the overtime rate for their second appearance on the same day.

- D. An employee subpoenaed to court one-and-one-half (1 1/2) hours or less after the end of a regularly scheduled shift shall extend their previous shift to make their court appearance. The four (4) hour minimum shall not apply.
- E. An employee subpoenaed to court four (4) hours or less before the beginning of a regularly scheduled shift shall extend the beginning of their upcoming shift to the time they are subpoenaed to appear in court. The four (4) hour minimum shall not apply.
- F. To be entitled to compensation under this section, employees in an off duty status at the time of the scheduled court appearance shall confirm with the police department subpoena clerk on or before 1700 hours (5:00 p.m.) on the court day preceding the scheduled court date to determine if an appearance is required. If the court appearance is canceled after it has been confirmed by the police department subpoena clerk and the employee reports for court, then compensation will be authorized. If the employee fails to contact the police department subpoena clerk but reports for court and the appearance has not been canceled compensation will be authorized. However, if the employee does not contact the police department subpoena clerk but reports for court and the police department subpoena clerk had been notified of the cancellation the employee will not be compensated.

## 2.05 OVERTIME

### A. Overtime

All time worked beyond the employee's normal schedule or shift shall be compensated at time and-one-half the employee's regular rate, or accumulated as compensatory time off at time-and-one-half the employee's regular rate pursuant to current regulations and the agreements contained herein. Employees will receive overtime pay for overtime worked when the relevant compensatory time bank is full.

Overtime compensation shall be computed to the nearest minute.

Overtime pay for scheduled overtime assignments shall commence at the time an employee is instructed to report and end upon completion of the assignment. At the discretion of the Chief of Police, or his or her designee, overtime work may be assigned twenty-four (24) hours in advance of commencement of the assignment.

For sworn employees, the Fair Labor Standards Act (FLSA) overtime is hours actually worked in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day designated work period. For all other employees, FLSA overtime is hours actually worked in excess of forty (40) hours in a seven (7) day



designated work period. All other hours qualifying for overtime under the first paragraph of this section shall be considered non-FLSA overtime.

B. Compensatory Time Off

Employees may accrue up to a maximum of 200 hours of CTO. Employees who had accrued more than a total of 200 hours of non-FLSA and FLSA CTO prior to adoption of this MOU shall be permitted to retain their CTO balances but may not accrue further CTO until their balance falls below 200 hours.

CTO shall be granted in accordance with current time off practice taking into account, but not limited to, staffing minimums and workload. CTO requests shall not be granted during the time of natural disasters, labor disputes, scheduled community events, Continuing Professional Training classes or other similar occurrences demanding additional personnel, or during New year's Eve, New Year's Day, Fourth of July, Thanksgiving Day, Christmas Eve, and Christmas Day as the granting of time in these instances would be unduly disruptive to the functioning of the Department and services provided to the community. Employees are encouraged to make requests to use CTO as far as possible in advance of the date(s) the employee wish to use their CTO.

2.06 MINIMUM CALL BACK

A call back occurs when a bargaining unit employee has completed an assigned shift, has left the employee's duty station, and is then required to return to work. Under these circumstances, the employee shall be paid a minimum of two (2) hours at time-and-one-half the employee's regular rate for being required to return to work, unless the employee is required to return to work to rectify the employee's own error. For purposes of recording time, the call back begins at the time the employee is notified of the requirement to return to work. An employee who is required to return to work to rectify their own error shall be paid at time-and-one-half the employee's regular hourly rate from the time of arrival at the duty station to the time the error has been corrected.

2.07 EARLY CALL IN

An early call in occurs when an employee is required to appear early for their regularly scheduled shift. When an employee is required to report to their duty station for a regularly scheduled shift prior to that shift's assigned report time, the employee shall be paid at time-and-one-half the employee's regular hourly rate from the time of arrival at the duty station to the beginning of their regularly scheduled shift.

2.08 MINIMUM CALL IN

A call in occurs when an employee, while on a regular day(s) off, on vacation, or on some other form of elective time off, is required to report to work at a time that

is not otherwise considered to be either "Call Back" or "Early Call In." In these situations, an employee shall be paid a minimum of two (2) hours at time-and-one-half the employee's regular hourly rate from the time they arrive at their duty station.

## 2.09 MEAL ALLOWANCE

A meal allowance of ten dollars (\$10.00) shall be paid to an employee who works two (2) or more hours immediately following a regular shift and for each four (4) hours thereafter. No receipts shall be required.

No meal allowance will be paid if the City provides a meal for the employee(s). However, employees shall be entitled to a meal allowance, even if the City provides a meal, if the employees work assignment/duty station or duties being performed, render them unable to respond to the location of the meal or have it delivered to them.

## 2.10 CANINE HANDLER DIFFERENTIAL

All canine handlers shall be compensated for time spent training and caring for their assigned canine and associated travel, including but not limited to travel time to and from training, at the rate of seven and one-half percent (7.5%) of base salary. Based upon experience of canine handlers represented by the Association, it is estimated that canine handlers work approximately one hundred and fifty six (156) hours per year performing such work outside of their regularly scheduled shifts. The parties agree that this compensation conforms with the provisions of *Leever v. Carson City*, 360 F.3d 1014, 1017 (9th Cir. 2004) as they pertain to the compensation of canine handlers.

Canine handlers attending the Department's mandatory training scheduled the second and fourth Tuesday of each month shall be compensated for the 3-hours of training when they attend on Off-Duty time. The compensation is for the hours actually spent training and does not include travel to and from the training location.

## 2.11 SPECIALTY PAY

The City will compensate each sworn bargaining unit member assigned to the Investigations Section, including those sworn bargaining unit members assigned to Regional Task Forces, five percent (5%) of their base salary while assigned to the Investigations Section.

This "specialty pay" shall be deemed to be within the discretion of the Chief in the sense that this additional pay shall be contingent on the bargaining unit member performing his/her duties at an "At Standard" performance level or better. Bargaining unit members not performing at an "At Standard" performance level or better acknowledge that a transfer from the section, and subsequent loss



of pay, is a management right and is not punitive in nature. As such the bargaining unit members agree that assignment to, and transfer from, the section, is wholly at the discretion of the Chief of Police and not subject to any form of administrative appeal.

This specialty pay will not apply to sworn bargaining unit members temporarily assigned to the section by virtue of, but not limited to, modified duty assignments; short term special needs assignments, etc.

In consideration of specialty pay one (1) detective assigned to the Investigations Section per week will be designated and serve as the 'On-call' detective. The detective so designated shall be on-call and available to respond in a timely manner to call outs twenty-four (24) hours per day for a consecutive seven (7) day period. The City shall provide the on-call detective with a City vehicle for use in the course and scope of his duties during the on-call period. The Investigations Section Sergeant will be responsible for scheduling the on-call detective.

The on-call detective will carry a department-issued cell phone and will respond to calls and call-outs during the entire designated period. Failure to respond to calls and or call-outs will result in no specialty compensation for the indicated call-out period.

This compensation agreement will be monitored weekly and reviewed every six months for compliance and effectiveness.

## 2.12 BILINGUAL COMPENSATION

The City will compensate each bilingual Association member forty six dollars and 15 cents (\$46.15) per pay period. All employees requesting compensation under this agreement must pass a City test. The test will examine the employee's ability to converse fluently in a language other than English. No additional compensation will be paid to employees fluent in more than one language.

Compensated employees agree to utilize their bilingual skills whenever called upon.

This compensation agreement will be reviewed every six (6) months for compliance and effectiveness. The City reserves the right to revoke this agreement at any time for non-compliance or for organizational effectiveness and efficiency.

## 2.13 LONGEVITY PAY

The City will compensate each bargaining unit member five percent (5%) of their base salary upon completion of their nineteenth year of permanent full time service with the City of Union City.

Employees with a break in service from Union City will receive credit for their prior bargaining unit employment with Union City in calculating longevity. Part-time employment or employees working in designated part-time positions or in positions not represented by the bargaining unit do not apply. All credited time must be as a permanent, full time bargaining unit member employed by Union City to be eligible.

#### 2.14 CRIME SCENE TECHNICIAN ON-CALL COMPENSATION

The City will compensate one Crime Scene Technician (CST) one hundred dollars (\$100.00) per week for on-call compensation. The on-call CST agrees to be on-call and available to respond in a timely manner whenever the need for a CST exists. The on-call CST will be available for call outs twenty-four (24) hours a day for a consecutive seven-day (7) period. The Investigation Unit Sergeant will be responsible for scheduling the on-call CST. The on-call CST will be determined by a rotating schedule, which utilizes all participating CST's. CST's will be included in the on-call rotation for three years. The CST can remain on the on-call rotation if the CST agrees to a longer term and the City is in agreement.

CST's receiving the on-call compensation will carry a department-issued cell phone and will respond to calls and call-outs during the entire compensated period. Failure to respond to calls and/or call-outs will result in no compensation for the indicated call-out period.

This compensation agreement will be monitored weekly and reviewed every six months for compliance and effectiveness.

#### 2.15 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 the requirements of Automated Clearing House (ACH).

### SECTION 3.00 RETIREMENT BENEFITS

#### 3.01 SWORN LEGACY MEMBERS

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

The City agrees to continue the PERS retirement plan known as "3% @ 50" (Government Code Section 21362.2) for all sworn personnel hired prior to November 10, 2010. Sworn personnel hired after November 10, 2010 shall

receive the PERS retirement plan known as “3.0% @ 55” (Government Code Section 1363.1) using the 36 month formula (Government Code Section 20037).

Effective the payroll period after adoption of this agreement, all **sworn** personnel will reimburse the City an additional 4.0% of the member contribution towards PERS for a total of 5.0%, on a pre-tax basis.

Effective the payroll period including June 30, 2013, all **sworn** personnel will reimburse the City an additional 4.0% of the member contribution towards PERS for a total of 9.0%, on a pre-tax basis.

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

The City shall report the Employer-Paid Member contribution to PERS as “special compensation” for purposes of calculating as employee’s “final compensation” in accordance with GCS 20042.

### 3.02 NON-SWORN LEGACY MEMBERS

For those non-sworn positions in the bargaining unit hired prior to November 10, 2010 that are classified as Miscellaneous employees for PERS retirement plan purposes, the City agrees to continue the PERS retirement plan known as the “2.5% @ 55” plan, using the “single highest year” formula (Government Code Section 20042) with full reimbursement of the employee’s contribution.

It is understood and agreed by the City and the Union that the cost of the “2.5% @ 55” enhancement shall be 3.5% of payroll, to be paid by each employee covered under said retirement plan.

Non-sworn personnel hired after November 10, 2010 shall receive the PERS retirement plan known as “2.0% @ 60” (Government Code Section 21353) using the 36 month average formula (Government Code Section 20037). The City shall report the Employer-Paid Member contribution to PERS as special compensation for the purpose of calculating an employee’s “36 month average” in accordance with Government Code Section 20042.

Effective the payroll period including January 1, 2013, all **non-sworn** personnel will reimburse the City an additional 1.75% of the member contribution towards PERS for a total of 6.25%, on a pre-tax basis.

Effective the payroll period including January 1, 2014, all **non-sworn** personnel will reimburse the City an additional 1.75% of the member contribution towards PERS for a total of 8.0%, on a pre-tax basis.

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

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

3.03 "NEW MEMBERS" AS DEFINED IN ASSEMBLY BILL 340 (2012) / PUBLIC EMPLOYEE PENSION REFORM ACT:

The increased reimbursements described above shall not apply to "New Members" as defined by AB 340. The retirement plan formulas and employee contributions for "new members" shall be those established by AB 340 (2.7%<sup>@57</sup> for sworn personnel; 2.5%<sup>@67</sup> for miscellaneous/non-sworn personnel).

3.04 FOR ALL ASSOCIATION MEMBERS

The City agrees to continue its contract with PERS to allow for the following optional benefits: Credit For Unused Sick Leave (Government Code Section 20965); 1959 Survivor Benefit, Level 1; Military Service Credit As Public Service, with the eligible employee required to contribute both the employer's and employee's contributions and interest (Government Code Section 21024); Improved Non-Industrial Disability Allowance (Government Code Section 21427); Pre-Retirement Optional Settlement 2 Death Benefit (Government Code Section 21548); and Death Benefit – Remarriage (Government Code Section 21551).

SECTION 4.00 LEAVE ADMINISTRATION

4.01 SICK LEAVE ALLOWANCE

Employees shall earn 3.08 hours per pay period of sick leave without limit on accumulation. Employees or new hires who are absent without pay for any reason for more than thirty-seven (37) hours during a pay period do not earn sick leave benefits for that pay period. Employees shall have sick leave absence deducted in hourly increments. Sick leave shall be taken in periods of no less than one hour.

Recognizing that newly hired employees may experience either personal or family illness that may be sufficiently severe to prevent their coming to work, the Chief of Police has the discretion to take such administrative measures as the Chief of Police deems appropriate to prevent the employee from suffering a loss of compensation. Each incident shall be evaluated on its own merits on a case-by-

case basis, and any action taken by the Chief of Police shall be non-precedent-setting.

A bargaining unit employee may convert thirty-seven (37) hours of the employee's accrued sick leave to vacation provided that the employee has four hundred (400) or more hours of accrued sick leave, and used twelve and one half (12.5) or less hours of sick leave during the fiscal year. A bargaining unit employee may convert twenty-five (25) hours of the employee's accrued sick leave to vacation provided that the employee has four hundred (400) or more hours of accrued sick leave and used more than twelve and one half (12.5) but less than twenty-five (25) hours of sick leave during the fiscal year. A request to convert sick leave to vacation based on sick leave usage in the previous fiscal year must be made by the employee on or between July 1, and July 31, of the fiscal year immediately following the fiscal year for which the employee is seeking transfer of time on a form provided by the Finance Department.

#### 4.02 SICK LEAVE UTILIZATION

Sick leave may be utilized due to the employee's personal sickness, injury, maternity leave, or sickness or injury in the immediate family, if the immediate family member lives in the same household as the employee. Immediate family means mother, father, sister, brother, spouse, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepchild, domestic partner, or other individuals residing in the household for whom the employee has legal guardianship. The City understands that certain members of the nuclear family of the employee (children and parents of the employee) may not live full time in the same household of the employee, yet the employee may still be a primary caregiver for the individual. In these cases, and upon verification that the employee is a primary caregiver (e.g. Divorce decree, Durable Power of Attorney, etc.), the City recognizes the employee has the responsibility for care of the individual and use of sick leave would be appropriate. Employees shall, whenever possible, make medical, dental and similar appointments outside of working hours and days. If this is not possible, sick leave or personal leave may be utilized for these purposes for a minimum of one (1) hour and up to four (4) hours (except in unusual circumstances). If the employee wishes to use personal leave for medical or dental appointments, the employee shall state that it is for a medical or a dental appointment when submitting the request for time off.

The City will apply sick leave usage according to the Federal Family Medical Leave Act and the California Family Rights Act.

Employees who have scheduled elective time off, and who has completed their last regularly scheduled work assignment prior to the scheduled elective time off, may not substitute sick leave for the scheduled elective time off.



The following will be the policy regarding the use of Sick Leave for the listed holidays:

On Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's day, and the 4<sup>th</sup> of July those employees, assigned to work, who believe that they are too ill to work shall be directed to respond to St. Rose Hospital, or other health care facility currently utilized by the City, to be examined by a physician in order to determine the nature of the illness and if it will affect the employees ability to report to work. A written medical report will be required.

Should an employee feel that he/she is too ill to respond to St. Rose Hospital, or other health care facility currently utilized by the City, for an examination, another employee of the department will respond to transport the ill employee to the hospital. This will be accomplished at the convenience of the Watch Commander taking into account available resources.

The employer may elect to have the hours taken from other time banks to cover the anticipated absence of employee who requests to use sick leave for purposes expressed under this section, and who does not have any sick leave hours in their time bank. The banks from which the employer may select time from are (in order): personal leave, holiday time, and vacation time. The employer must receive authorization from the employee before taking any comp-time hours from the employee's comp-time bank.

Effective July 1, 2012, employees who do not use any sick leave for six (6) consecutive months shall be credited with one (1) additional Floating Holiday. All Floating Holidays earned as a result of this section shall be non-accrualable, and must be used prior to the end of the fiscal year following that in which the Floating Holiday is earned. The number of hours for each Floating Holiday earned as a result of this section shall be the same number of hours as the employee's work day at the time the Floating Holiday was earned (e.g., an employee working a 4/10 shift shall receive a 10-hour Floating Holiday, while an employee working a 3/12 work schedule shall receive a 12.33-hour Floating Holiday).

#### 4.03 SICK LEAVE NOTICE AND CERTIFICATION

In order to achieve compensation while absent on sick leave, the employee or someone on their behalf shall notify the employee's immediate supervisor prior to the time set for reporting to work, except in unusual circumstances. When an absence is for thirty seven (37) or more consecutive work hours, the employee must file a physician's certificate with the employee's supervisor, stating the cause of the absence. The supervisor shall forward the certificate to the Administrative Services Director. When the absence is for thirty seven (37) or more consecutive work hours and is due to sickness or injury in the immediate family, the employee must file a physician's certificate stating the family

member's cause of illness with the supervisor. The supervisor shall forward the certificate to the Administrative Services Director.

#### 4.04 OCCUPATIONAL INJURY LEAVE

Employees injured while on duty shall receive worker's compensation benefits as prescribed by state law. For a non-sworn employee's injury or disability that is covered under the state Worker's Compensation Act, the employee is entitled to additional compensation equal to the difference between the employee's regular pay and their disability compensation allowable for a total not to exceed one hundred seventy-six (176) hours per year or equal to one-half (1/2) of the amount of the employee's accumulated sick leave as of July 1 of each fiscal year. Included in the calculation of the one hundred seventy-six (176) hours granted, will be compensation for any waiting period. Following exhaustion of this benefit, the employee may utilize accumulated sick leave to the extent available to make up the difference between the employee's regular pay and their disability compensation allowance.

#### 4.05 OCCUPATIONAL INJURY/ ILLNESS MEDICAL APPOINTMENT

The parties agree that employees may use a reasonable amount of on-duty time to obtain physical therapy, or attend medication appointments as required by a medical doctor for the rehabilitation of industrial injuries, subject to the following conditions:

- A. The employee shall submit a written request (UCPD#131) to the employee's Division Commander as soon as an appointment or series of appointments are scheduled, but no less than twenty-four (24) hours in advance of the scheduled appointment in accordance with departmental procedures (emergency requests shall be reviewed by the Division Commander on a case-by-case basis). Appointments shall be scheduled at the beginning or end of the employee's scheduled shift or modified shift, as much as possible, to minimize adverse impacts to Department operations.
- B. The amount of time spent at such appointment(s) shall be reasonable and may include time spent traveling to and from the work site as well as time actually spent receiving therapy.
- C. On return from the appointment(s), the employee shall submit to the employee's supervisor a completed form (UCPD#131) indicating the total amount of time spent for the rehabilitation of the employee's industrial injury.
- D. All requests submitted in accordance with this procedure shall be subject to the review of Police Management, on a case-by-case basis, to determine the reasonableness of the requested time off.

The parties recognize the Police Department's needs for adequate operational coverage is of paramount consideration in the administration of this policy. The parties shall discuss specific issues and problems arising from the administration of this policy with a view for the reasonableness of the individual situations, and impact on the department's operating commitments.

#### 4.06 PERSONAL LEAVE

Personal business activities are business activities that cannot be conducted at a time other than during the employee's workday. 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.

The employee must request non-emergency personal leave at least twenty-four (24) hours (one day) in advance on the form provided. In cases of emergency, the twenty-four (24) hour notification procedure may be waived by the on duty Watch Commander or employee's immediate supervisor, provided the appropriate form is completed and the reason for the request is provided.

The City agrees that the approval of Personal Leave is not dependent upon minimum staffing levels. In addition, the City will backfill staff vacancies, which fall below minimum staffing levels, due to the approval of Personal Leave. Finally, in those rare instances where more than one employee per shift may request leave using the Personal Leave time bank, the City reserves the right to limit the number of employees off per shift for operational and safety needs.

The Association accepts that during certain times of the year a request for personal leave may raise questions as to whether the request falls within the guidelines of this policy regarding personal leave. A request by a supervisor for a further explanation does not infer that the request will be denied; and the employee should be willing to provide a reasonable explanation.

Personal Leave requests occurring between 2200-0600 will require verification for any date. In addition, employees requesting Personal Leave on Thanksgiving, Christmas Eve, New Year's Eve, Christmas Day, New Year's Day, or the 4<sup>th</sup> of July will require verification that the usage conforms to the instances enumerated in this section.

The City shall allow twenty (20) hours per year of accumulated sick leave to be used for conducting personal business activities. In the employee's first fiscal year, an additional eight (8) hours of personal leave may be accumulated in addition to the regular twenty (20) hours allowance, increasing the personal leave allowance to twenty-eight (28) hours within the fiscal year.

In addition, employees who have accumulated a minimum of one hundred (100) hours of sick leave as of July 1 may utilize eight (8) additional hours of accumulated sick leave for personal leave during the ensuing fiscal year. Employees who have accumulated two hundred (200) hours of sick leave as of



July 1 may utilize twelve (12) additional hours of accumulated sick leave for personal leave during the ensuing fiscal year. Personal leave hours credited under this provision are non-cumulative. The maximum number of personal leave hours available in any fiscal year is forty (40). This maximum is available to an employee who is credited with the annual twenty (20) hours, accumulates the allowable eight (8) hours and is eligible for the additional twelve (12) hours.

Personal leave should be used judiciously and not abused to the detriment of either the Association or the City. The Association will monitor the use of personal leave and will meet quarterly with the City in an effort to identify any problems or abuses as they arise, and to work jointly with the City to alleviate any identified problem areas.

#### 4.07 LEAVE OF ABSENCE

The City Manager, upon written request of a full time non-probationary employee may grant for the good of the service a leave of absence without pay for a maximum period of one (1) year. Leaves authorized under this Section shall include educational leave, maternity leave, and leave for any other purpose promoting the good of the service. Permission for such leave shall be in writing and signed by the City Manager. Upon expiration of such leave, the employee shall be reinstated to the position held at the time the leave was granted. Failure of the employee to report promptly at the expiration of the leave or within a reasonable time after notice to return to duty shall terminate the employee's right to be reinstated.

#### 4.08 BEREAVEMENT LEAVE

Employees shall be granted paid bereavement leave not to exceed forty (40) hours upon the death of a member of 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, or other individuals residing in the household for whom the 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 (for example, aunts or uncles).

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

Bargaining units members agree that the intent of this section is to allow time for the bargaining unit member, upon the death of an immediate family member as defined above, to deal with issues associated with the death (e.g. Attend the service/memorial, handle legal matters associated with the death, clean out belongings of the individual, etc.).

To be eligible for the paid bereavement leave the employee shall sign a City verification form indicating the relationship of the deceased to the employee and the date of death.

#### 4.09 HOLIDAYS

Effective upon adoption of the agreement, each represented employee (sworn and non-sworn) shall receive holiday time credit in the following manner:

##### Sworn Employees

In lieu of time off for holidays observed by the City, each sworn employee shall be paid for seventy-nine (79) hours of the one hundred and sixteen (116) hours of holiday time. The remaining thirty-seven (37) hours of holiday time shall be credited to the sworn employees' Holiday Time Bank on July 1<sup>st</sup> of each year.

##### Non-Sworn Employees (excluding Dispatchers)

In lieu of time off for holidays observed by the City, each non-sworn employee (excluding Dispatchers) shall be paid for sixty-six (66) hours of the one hundred and sixteen (116) hours of holiday time. The remaining fifty (50) hours of holiday time shall be credited to the non-sworn employees' Holiday Time Bank on July 1<sup>st</sup> of each year.

##### Non-Sworn Dispatchers

Effective upon adoption of the agreement, all personnel assigned to Dispatch shall receive a holiday time bank credited with a prorated amount of holiday time for the remainder of the fiscal year. Effective July 1, 2013, and each July 1<sup>st</sup> thereafter, all personnel assigned to Dispatch shall receive a holiday time bank credit of 116 hours of holiday time.

##### All Employees

The Holiday modifications are taking place in the middle of the fiscal year, all changes to the employee's paid holiday time compensation will be prorated and adjusted for the appropriate payments for the entire year over the remainder of the fiscal year. Holiday time off banks shall be adjusted in accordance with the full year accumulation.

Holiday time is paid at the employee's regular rate with payments to be made in twenty-six (26) equal payments corresponding with each pay period.

- All new employees shall have their holiday time bank hours prorated.
- An employee may carry over up to one hundred sixteen (116) hours unused balance in their holiday time bank from one fiscal year to the next fiscal year.
- If an employee has accumulated holiday time that exceeds 116 hours, and does not have scheduled holiday time off during the current fiscal year that

would reduce the employee's accumulated holiday time bank below 116 hours, the Chief of Police can mandate that an employee use their accumulated holiday time, subject to the following:

- The Chief of Police must provide the affected employee with at least seven (7) days notice before mandating use of accumulated holiday time.
  - The affected employee can utilize the seven (7) days notice to identify an alternative (date or dates) to utilize his/her accumulated holiday time.
  - Mandated use of accumulated holiday time must be for full shifts only.
- In the event the Chief of Police fails to exercise this authority, an employee will be able to carry over accrued holiday time in excess of 116 hours from one fiscal year to the next. However, in such circumstances, the employee's accrual of holiday time in the following fiscal year will be reduced by an equal amount. For example, a dispatcher that maintains a holiday time bank of 132 hours on June 30<sup>th</sup> (the end of the fiscal year) will only be awarded 100 hours of holiday time on July 1<sup>st</sup> (the start of the following fiscal year).
  - In the event any employee separates from the Department (for any reason), the employee's remaining accumulated hours in their holiday time bank shall be paid at the employee's regular rate of pay.
  - Employees separating from the City prior to July 1<sup>st</sup> shall have their holiday time off prorated and any overage paid by the City shall be deducted from any sum owed the employee by the City upon separation.
  - Requests for Holiday Time Off shall be made in accordance with the Department's vacation use procedure. Employees may only reserve a maximum of six (6) weeks of Vacation and/or Holiday Time during the annual vacation sign up period.

#### Procedures For Filling Vacancies

The following procedure for filling vacancies will be applicable for the following holidays only: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. At all other times, barring unusual, unexpected, and exigent circumstances, the past practice of filling vacancies/absences will be adhered to (i.e. Posting vacancy for overtime, calling for volunteers, ordering any available personnel in to work).

1. All vacation time scheduled during the "Vacation Sign-Up" period will be honored. Should a vacancy/absence occur the method for filling the vacancy/absence shall begin with section 3 listed below.
2. Time off consisting of a full regularly scheduled workweek, be it 37 hours or 49 hours, shall be honored. Should a vacancy/absence occur the method for filling the vacancy/absence shall begin with section 3 listed below.
3. Should a vacancy/absence occur more than one (1) week prior to a listed holiday the vacancy/absence shall be posted for overtime in accordance with current practice until one week prior to the listed holiday.
4. Should the vacancy/absence remain unfilled utilizing the method specified in Section 3 the Watch Commander for the affected shift, or the R&C Supervisor, shall review the time off request forms from all employees requesting less than a full regularly scheduled shift, and, in order of date requested, order the last employee of the affected shift granted time off to report for duty on the affected date. The Watch Commander shall continue with this method until minimum staffing levels have been attained or until there are no other employees who have requested time off.
5. Should a vacancy/absence still remain after following the methods listed in section 3 and 4 the Watch Commander shall order in to work the least senior employee in the affected section who has the affected holiday off. The Watch Commander shall continue to order in to work the next least senior employee in the affected section who has the affected holiday off, and will continue in order of seniority, until minimum staffing levels have been attained.
6. Any Employee entering into agreements for "Watch Swaps" on the listed holidays shall be ultimately responsible for ensuring that his/her slot on the holiday is filled. Should an employee with whom a "Watch Swap" has been negotiated be unable to fulfill the "Swap" the scheduled employee shall work the holiday or make other arrangements with another qualified employee to work the holiday.

#### 4.10 VACATION

Effective upon the adoption of the agreement, full-time employees shall earn vacation as follows:

<u>Years of Service</u>	<u>Pay Period Accrual Rate</u>	<u>Annual Accrual Rate</u>
0 – 3 years	3.08 hours	80 hours
4 – 8 years	3.85 hours	100 hours

9 – 13 years	4.62 hours	120 hours
14 – 18 years	6.15 hours	160 hours
19 + years	7.69 hours	200 hours

Employees may not use vacation benefits while they are participating in a Field Training Program. Vacation accrues bi-weekly and may be accrued to a maximum balance of two times the annual accrual.

Effective upon adoption of the agreement, prior to separation, employees will no longer be able to request a cash payment for accumulated vacation hours.

Employees absent without pay for more than thirty-seven (37) hours during a two week pay period do not earn vacation benefits for that pay period.

Effective on the adoption of the agreement, the City shall create an annual leave bank.

Employees with vacation balances that exceed their annual accumulation shall have all hours in excess of their annual accumulation placed in their annual leave bank.

Employees cannot accrue additional leave in their annual leave bank.

All vacation scheduled and taken after the adoption of the agreement, shall derive from equal parts of accumulated vacation leave and annual leave bank, or entirely from the annual leave bank if there is no accumulated vacation leave balance, until such time as the employee's annual leave bank has been exhausted.

#### 4.11 JURY DUTY

An employee summoned to jury duty shall not suffer a loss of pay or other benefits by reason of jury service. If at least one-half (1/2) of the employee's normal day shift remains after being released from service the employee shall return to work. If the employee's work shift is other than a day shift the employee shall not be required to report to work on that day if the jury duty service is greater than four (4) hours, excluding travel time and lunch break.

Employees working other than a day shift who are scheduled to serve on jury duty shall be allowed eight (8) hours rest time between the scheduled shift and the time they are to report to jury duty (for example, an employee scheduled to work 1430-0250 and scheduled to report for jury duty at 0800 shall be adjusted off at 0001 to allow sufficient rest time). For the purpose of this Section, "day shift" shall be defined as work assignment commencing between 0500 and 1200 hours.

The employee summoned to jury duty shall be required to provide the City with court verification of the date and time of service.

#### 4.12 WATCH SWAPS



The City of Union City and the Union City Police Officers' Association (UCPOA) agree to the following conditions for the implementation of "Watch Swap" for the benefit of the members of the UCPOA:

A. "Watch Swaps" are allowed between members of the UCPOA occupying the same job classification.

B. Requests for consideration for "Watch Swaps" shall be documented on the UCPD Absence Report (UCPD #131, Rev. 10/05) and are subject to approval by the Department.

C. The employee normally scheduled for a shift involved in a "Watch Swap" will be ultimately responsible for ensuring the "Watch Swap" occurs or the shift is covered. For "Watch Swaps" resulting in unscheduled absences the time to cover the absence shall be deducted from the scheduled employee's elective time bank. The ultimate responsibility to cover the shift, or cover the absence, rests with the employee normally scheduled for the shift and not with the employee consenting to cover the shift on a "watch swap."

D. When it becomes apparent that a previously scheduled and approved "Watch Swap" will not be able to be fulfilled, and the absence would result in the shift staffing below approved minimum staffing levels, the Department will not authorize overtime to staff the shift to minimum staffing levels. In such an instance it will be the responsibility of the normally scheduled employee to staff the shift or arrange for an alternate "Watch Swap."

E. "Watch Swaps" are acknowledged by the UCPOA as private agreements between the individual members and as such are not subject to terms and conditions of the Fair Labor Standards Act (FLSA) as they are; A) Voluntarily undertaken and agreed to solely by the employees and, (B) Approved by the Department.

## SECTION 5.00 HEALTH AND WELFARE BENEFITS

### 5.01 HEALTH PLAN

The City agrees to contribute to a cafeteria plan up to One Thousand, Four Hundred and Forty-seven Dollars (\$1,447.00) per month toward the cost of medical, dental and vision premiums for all bargaining unit members, regardless of in which plan(s) they are enrolled.

Employee shall pay premium costs exceeding this amount.

Effective January 1, 2006, the Association agrees that the PERS Care medical insurance plan shall no longer be available for any sworn member of the bargaining unit. Both parties agree that the PORAC medical insurance plan offers essentially equivalent coverage and benefits as the PERS Care plan, but at substantially lower cost to the City. In the event that coverage and/or benefit

specifications for the PORAC medical plan change in such a way as to increase employee and/or City costs to a greater extent than PERSCare changes do, the City and Association agree to re-open discussions with the Association regarding the possible restoration of the PERS Care option.

#### 5.02 LIFE INSURANCE

The City agrees to provide fifty thousand dollars (\$50,000.00) for life insurance and accidental death and dismemberment coverage for all bargaining unit employees. Increased life insurance may be added at the employee's expense.

#### 5.03 DISABILITY INSURANCE

The City agrees to pay the disability insurance premium per bargaining unit employee to a carrier designated by the Association.

#### 5.04 SPOUSAL/ALTERNATE COVERAGE

Employees who are covered for medical benefits through a spouse's or domestic partner's alternative medical insurance plan may elect not to enroll in a City medical plan. In lieu of medical coverage, the City will contribute to the employee's deferred compensation account, or add to salary, three hundred dollars (\$300.00) per month. Approval for the deferred compensation option is subject to acceptance of satisfactory certification of alternate medical coverage.

#### 5.05 RETIREE MEDICAL PLAN

##### Benefit – Employees Hired Prior to January 1, 2013

Retirees are not required to continue in the existing City or Association medical health plans upon retirement. Retirees shall receive the benefit monies under this Section in quarterly payments on March 31st, June 30th, September 30th and December 31st of each year. The City will issue the retiree a 1099R form of the total quarterly benefit monies, regardless of whether they continue in the existing City or Association medical health plan or purchase an alternative medical coverage.

The quarterly reimbursement shall begin the first full quarter after retiree has left service with the City. Any reimbursement owed to the retiree for partial quarterly payments shall be made in the first quarter's benefit check. (For example, if the retiree leaves April 1st, the first quarterly payment would be June 30th and would include reimbursement for the month of June) Beginning July 1, 2002, the following benefit will be available:

After fifteen (15) years of service as a member of Union City Police Officers Association– Fifty percent (50%) of the cost up to the Kaiser S1 + one benefit, to a maximum of \$1,000 per month.

After twenty (20) years of service as a member of Union City Police Officers Association– Seventy five percent (75%) of the cost up to the Kaiser S1 + one benefit, to a maximum of \$1,500 per month.

After twenty five (25) years of service as a member of Union City Police Officers Association– One hundred percent (100%) of the cost up to the Kaiser S1 + one benefit, to a maximum of \$2,000 per month.

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

In addition, effective July 1, 2002, the minimum benefit payable for any current retiree in the plan will be \$400 per month.

#### Benefits - Employees Hired On Or After January 1, 2013

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

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

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

#### Contributions

Effective the payroll including January 1, 2013, employees will contribute fifty dollars (\$50.00) per pay period to the Union City Retiree Medical Fund.

Effective the payroll including January 1, 2014, employees will contribute fifty-five dollars (\$55.00) per pay period to the Union City Retiree Medical Fund. The City will contribute annually to the fund an amount reasonably necessary to fund the above benefit. The first contribution will not be due until FY 2004-05.

Effective July 1, 2008, Retiree Medical Benefits shall be available until such time as the retiree or spouse is eligible for Medicare, at which time the retiree medical plan benefits shall be limited to Medicare Supplemental Benefit.

When a retiree's spouse is a full time employee of Union City, the retiree medical benefit shall commence when his/her spouse either retires or leaves employment with the City. At no time shall retiree and spouse receive double retiree medical benefits either as an active employee and retiree or when both employee and



spouse are retired.

#### Retiree Medical Committee

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

#### 5.06 DOMESTIC PARTNERS

A "Domestic Partnership" shall exist between two persons, one of whom is an employee of the City of Union City, if the employee and Domestic Partner are registered as Domestic Partners with the California Secretary of State's Office. Domestic Partners shall have the same rights, protections and benefits, as well as the same responsibilities, obligations and duties provided to current and former spouses under California State law and this MOU, including the rights to community property, defined benefit pensions and health benefits of the employee. The employee must provide proof to the City's Personnel Office that the employee has registered with the California Secretary of State's Office as a Domestic Partner. The employee must also promptly notify the City's Personnel Office should the employee's Domestic Partnership end.

Cohabiting heterosexual couples that satisfy all of the requirements for Domestic Partnership under California law other than being of the same gender shall be entitled to the same dental and vision benefits as Domestic Partners, but shall have no other rights, including rights to health contributions or other benefits or accruals, than other couples who are not married or in a registered Domestic Partnership recognized by California law. Cohabiting couples that satisfy the requirements of this section must file an "Affidavit of Cohabitation" with the Personnel Office to qualify for the dental and vision benefits. The employee must also promptly notify the City's Personnel Office should the employee's cohabitating relationship as set forth in this paragraph and in the "Affidavit of Cohabitation" end.

#### 5.07 NEW SECTION UNION CITY SPORTS CENTER MEMBERSHIP

The City is willing to provide Union City Sports Center memberships to all of the employees represented by UCPOA for the term of this MOU. This provision shall sunset on June 30, 2014, unless extend by mutual agreement of both parties in writing. It is expected that City employees utilizing this benefit will sign in and out.

## SECTION 6.00 UNIFORMS

### 6.01 UNIFORM ALLOWANCE

The annual uniform allowance provided for each position represented shall be:

Police Officer	\$1025.00
Police Corporal	\$1025.00
Police Sergeant	\$1025.00
Community Service Aide	\$925.00
Public Services Officer	\$925.00
Dispatcher Clerk	\$825.00
Police Dept. Office Coordinator	\$825.00
Police Office Assistant	\$825.00
Property Clerk	\$825.00

For new employees, the initial uniform allowance shall be four hundred fifty dollars (\$450.00) for a Police Officer and three hundred twenty five dollars (\$325.00) for a Community Service Aide, Dispatcher Clerk, Public Services Office, Police Department Office Coordinator, Police Office Assistant, and Property Clerk.

Uniform allowance payments shall be made in twenty-six (26) equal payments coinciding with each pay period. Employees whose official City position classification is eligible for payment of a uniform allowance shall be required to wear the designated uniform during all on-duty hours, except as may be exempted by the employee's Commander.

## SECTION 7.00 MISCELLANEOUS PROVISIONS

### 7.01 ELIMINATION OF OVERLAPPING RANGES

In the case of promotions within the bargaining unit, the City agrees to pay the promoted employee a minimum of five percent (5%) above the top step salary for the position from which the employee was promoted.

### 7.02 PROFESSIONAL ACHIEVEMENT PROGRAM

The purpose of the professional achievement program is to encourage and reward the educational and professional achievements of the career law enforcement employee, who, by preparing for advancement, has contributed to raising the efficiency and effectiveness of the Police Department.

This program applies to both sworn and non-sworn. The program will apply only to employees who have completed probation, regardless of their qualifications.

Experience towards the five (5), ten (10), and twelve (12) year service requirements will be credited at the rate of one (1) year of credit for every two (2) years of prior continual service as a full-time paid Police Officer with any other agency. Non-sworn employees will receive the same two-for-one service credit for prior continual service in the same or closely related job status with another law enforcement agency. Service credit applies to the Professional Achievement Program only.

The employee must provide written notification and all proper documentation to the City for eligibility in this Professional Achievement Program. Academic degrees from institutions submitted for incentive pay must be from an institution listed by an accrediting agency recognized by the United States Department of Education. Requirements for eligibility are as follows:

#### SWORN EMPLOYEES

2.5% Incentive:	Possess AA or AS Degree or Intermediate P.O.S.T. Certificate.
5% Incentive:	Possess BA or BS Degree or Advanced P.O.S.T. Certificate and complete three (3) years of Union City service credit.
7.5% Incentive:	Possess MA or MS Degree and complete five (5) years Union City service credit; or Possess BA or BS Degree and complete ten (10) years Union City service credit; or Possess an Advanced P.O.S.T. Certificate and complete twelve (12) years Union City service credit.

#### NON-SWORN EMPLOYEES

2.5% Incentive:	Possess AA or AS Degree and complete five (5) years Union City service credit.
5% Incentive:	Possess BA or BS Degree and complete eight (8) years Union City service credit.
7.5% Incentive:	Possess MA or MS Degree and complete ten (10) years Union City service credit.

In no case will the total incentive received under this program for sworn or non-sworn employees exceed 7.5%.

### 7.03 LAYOFF PROCEDURE

Pursuant to Section 2.40 of Ordinance No. 149-76, the City Council may abolish any position or employment in the competitive series and the incumbent(s) of such positions may be laid off, demoted, or transferred, without disciplinary action. The City Council shall notify the City Manager (Appointing Authority) of the intent to layoff whenever layoffs are necessary in the interest of economy or whenever the necessity for the position(s) no longer exists. The Appointing Authority shall immediately notify all employees, and the Union City Police Officers' Association (POA), of the proposed action and allow reasonable time for representatives of the City and POA to meet and confer on the effects, if any, of the proposed actions, and consider such alternatives as they may propose. Such notification shall include notice of all public hearings regarding the action.

The criteria applied in determining particular employees to be laid off, transferred, or demoted, shall be those specified in this side letter of agreement.

Unless specifically mentioned in this side letter, all other layoff and reemployment procedures shall remain in effect as specified in City Personnel Rule Thirteen.

#### Layoff Procedure (Supersedes 13.01 of Rule 13)

1. Layoff shall be on a citywide basis by prescribed classification.
2. No regular employee in an affected classification shall be laid off if the City retains employees with non-regular status in the same classification. Employees with non-regular status in an affected classification shall be laid off in the following order: emergency, seasonal, temporary, provisional, and probationary.
3. If authorized part-time positions in a particular classification remain after the abolishment of full-time, regular and non-regular positions, the part-time position shall be offered to the next eligible full-time employee within that classification.
4. The order of layoff by classification shall be in reverse order of seniority within classification. Seniority shall mean time employed by the City based on promotion date and hire date, uninterrupted by continuous employment service to the city of Union City.
5. Employees on paid or unpaid leaves of absence at the time of a layoff shall be treated the same as if they were in an employed status and do not waive right to reinstatement according to their seniority status.
6. Seniority shall be computed on the basis of promotion/employment dates with uninterrupted breaks in service, including time spent in temporary,

provisional or probationary employment status before obtaining permanent employee status.

7. Seniority dates will be adjusted to reflect any break in service, which would include all unpaid leaves of absence, excluding leaves as a result of "on the job" injuries.
8. For the purposes of seniority calculation, time spent in the classification of police recruit I or II shall be considered the same as police officer. Time spent in the classification of dispatcher clerk trainee shall be considered the same as dispatcher-clerk. Time spent in the former classification of dispatch and records supervisor shall be considered the same as dispatcher-clerk.
9. If two or more employees have the same seniority for a given classification, the order of layoff shall be determined by their position on the police department seniority list (the list most commonly used to determine the vacation and shift sign-up order).
10. A Police Department employee who is laid off has the right of displacement to a position previously held within the Police Department, or to a position held by the least senior person in the successive lower classification series (position supervised), as noted in Attachment A, provided the following criteria are met:
  - a. The laid-off employee's total seniority time within classification (the total of time in current classification plus time spent in lower classification to be bumped) exceed the total seniority time of at least one employee in the lower classification;
  - b. The laid off employee meets the full qualifications of the lower classification: and,
  - c. The laid off employee has either served in the classification series or has been supervisory to the classification being considered.
11. The Appointing Authority shall first communicate to the Administrative Services Director the classification(s) of positions to be considered for layoff. The Administrative Services Director shall provide to the Appointing Authority a list of employees who will be affected by the proposed layoff, together with designation of seniority. The Appointing Authority shall assign remaining staff to existing functions and services in a manner that in his/her opinion best reflects the City's organizational needs and priorities. Such assignments and/or reassignments shall be consistent with the employee's classification.
12. In lieu of displacing an employee to a part-time position or to a position status that differs from their position held prior to layoffs, an employee may choose to be laid-off without jeopardizing their reinstatement rights.

Section 13.02 of Rule 13 shall remain intact.

Section 13.03 of Rule 13 shall remain intact, with the exception of the following sections:

- a. Lay-off time that exceeds 30 days shall cause the seniority date of the employee to be adjusted commensurate with the length of absence exceeding thirty days, with the exception of determining vacations as set forth in Rule 13.
- b. An employee who voluntarily separates from the Police Department shall have no right to placement on any lay-off list created as a result of a lay-off in their former classification. They will retain re-employment rights consistent with City Personnel Rules, after those on the lay-off list have been rehired, or refused an offer to be rehired.

#### 7.04 WORK SCHEDULE & SHIFT SELECTION

The parties agree to work a 3/12:20/40 Work Schedule for sworn positions in Patrol and Traffic Operations. All other bargaining unit staff shall work a 4/10/40 schedule. Implementation of these work schedules is subject to the conditions agreed upon by the Association and the City, as memorialized in the collective agreement between the parties effective 1996 – 1999.

The parties agree that if the Chief of Police, for operational needs, deems it necessary to temporarily change the above schedules, those personnel assigned to work a 3/12:20/40 work schedule shall have their work schedule altered to no less than a 4/10/40 work schedule.

Shift selection shall remain in effect for twelve (12) months for all eligible members with less than (10) years of seniority within the Department; all eligible members with ten (10) or more years seniority may select shifts for twenty-four (24) months. This option is applicable only to those sworn employees assigned to the patrol function and Dispatcher/Clerks assigned to the Records and Communications Section (R&C). This option is not applicable to non-sworn employees in assignments other than R&C or sworn employees assigned to specialties. The Association and City agree to review the shift selection issue after two years of implementation of this section and to Met & Confer on potential refinement thereto.

#### 7.05 POLICE OFFICER RECRUIT/DISPATCHER-CLERK TRAINEE

Non-lateral sworn employees shall be hired with the new classification of "Police Officer Recruit I/II". "Police Officer Recruit I/II" shall be compensated in the same fashion as the classification of "Police Officer" with the following exceptions:



- A. Prior to successful completion of a P.O.S.T. approved academy, a Police Officer Recruit I shall be compensated at a salary of five dollars (\$5.00) less per hour than that of an "A" step Police Officer.
- B. Upon successful completion of a P.O.S.T. approved academy, "Police Officer Recruit II" shall be compensated at a salary range of two dollars and fifty cents (\$2.50) less per hour than that of an "A" step Police Officer until successful completion of the Union City Police Department Recruit Field Training Program.
- C. Upon successful completion of the Union City Police Department Recruit Field Training Program, the employee shall be compensated at the "A" step salary rate for the position of Police Officer.

Candidates qualifying as lateral hires, and hired as such, shall be hired as Police Officers at the salary step commensurate with their experience as determined by the City.

Non-lateral Dispatch and Records employees shall be hired as Dispatcher Clerk Trainees until successful completion of the Union City Police Department Dispatch Training Program. A Dispatcher Clerk Trainee shall be compensated at a salary range of \$3.00 less per hour than that of an "A" Step Dispatcher-Clerk.

Employees qualifying for lateral hire (those possessing a P.O.S.T. Dispatch certification) and hired as such, shall be hired as Dispatcher Clerk at the salary range commensurate with their experience, as determined by the City.

#### 7.06 PART TIME PRISONER TRANSPORTATION OFFICER

These positions are minimum 20-hour per week positions but less than 40 hour per week positions. These hours are subject to temporary fluctuations due to staffing conditions for the divisions to which the positions are assigned.

These positions shall have all rights contained in the current UCPOA Memorandum of Understanding (MOU) except for those terms and conditions outlined in this section.

These positions shall pay full dues and have the dues deducted from payroll.

These positions shall have the opportunity to purchase through the UCPOA supplemental "AFLAC" insurance and supplemental "LEGAL SERVICES" policies at full cost for each of these coverages. Payments shall be made via payroll deductions.

Hourly salary shall be commensurate with the current Compensation Schedule for Prisoner Transportation Officers at levels "A", "B", "C", "D", or "E" based on

training, experience, and merit. Employees shall be advanced through the steps consistent with the City Personnel Rules and Regulations.

Work schedules may be determined by staffing considerations in the divisions to which the positions are assigned and may fluctuate from time to time.

#### APPLICABILITY OF BENEFITS

2.06: OVERTIME: All time worked over 40 hours in a one week period shall be paid at time and one-half the employee's regular hourly rate. This overtime pay shall be taken in pay only and not subject to the comp time off provisions of this section.

2.07 - 2.09 MINIMUM CALL BACK / MINIMUM CALL IN / EARLY CALL IN: The positions shall not be subject to the provisions of these sections.

2.10: MEAL ALLOWANCE: The City shall pay a single meal allowance of \$10.00 when the employee works four or more hours following their regularly scheduled shift unless a meal is provided. Should a meal be provided the meal allowance will not be applicable.

2.12: BILINGUAL COMPENSATION: Part Time Prisoner Transportation Officers shall be eligible for bilingual compensation to the same extent and the same amount as other employees covered by this M.O.U.

3.00: RETIREMENT BENEFITS: Part-time PTO employees shall be enrolled in the Miscellaneous Employees 2.5% @ 55 years PERS retirement plan as set forth more fully in Section 3.00 of the MOU, and shall be entitled to all other PERS optional benefits available to full-time employees as permitted by law.

4.01: SICK LEAVE ALLOWANCE: These positions shall earn 4.0 hours of sick leave per month, without limit on accumulation. No other provisions in this section shall be applicable to this position.

4.04: OCCUPATIONAL INJURY LEAVE: Employees injured while on duty shall receive worker's compensation benefits as prescribed by state law. No other language in this section shall be applicable to these positions.

4.05: OCCUPATION INJURY/ILLNESS MEDICAL APPOINTMENT: This section shall not be applicable to these positions.



4.06 – 4.08: ASSORTED LEAVE BENEFITS: Personal Leave, Leave of Absence and Bereavement Leave shall not apply to these positions.

4.09: HOLIDAYS: In lieu of time-off for holidays observed by the City, each employee shall be credited with 58 hours of straight time compensation, with payments to be made in twenty-six equal payments coinciding with each pay period. All other provisions outlined in this section apply.

4.10: VACATION: Employees shall receive vacation benefits equal to 3.33 hours per month. No other provision of this section shall apply.

#### 5.00: HEALTH & WELFARE BENEFITS:

5.01: HEALTH PLAN: Employees covered by this side letter shall receive per month one-half (1/2) of the current monthly medical cap of a regular, full-time employee for medical and dental premiums.

5.04: SPOUSAL/ALTERNATE COVERAGE: Employees may elect to be paid one-half (1/2) of the total amount paid to a regular full-time employee under this section, in deferred compensation.

Sections 5.02, 5.03, and 5.05 shall not apply to these positions.

6.01 UNIFORM ALLOWANCE: These positions shall receive an annual uniform allowance equal to one-half (1/2) of the total amount paid to a regular full-time employee under this section. This amount shall be paid in twenty-six (26) equal payments coinciding with each pay period. A new employee shall receive an initial uniform allowance equal to one-half (1/2) of the total amount paid for a new, regular, full-time employee under this section.

#### 7.07 PER-DIEM DISPATCHERS

The City will utilize the services of Per Diem Dispatchers to help alleviate the mandatory overtime burden UCPOA Dispatcher-Clerks.

Per Diem Dispatchers will be bound by the Police Department's policies and procedures.

Per Diem Dispatchers will be able to sign up to work vacant shifts based on current policy and procedure (Refer to Records and Communications Policy RC-03).

#### 7.08 PROBATIONARY PERIOD-POLICE OFFICER

Probationary period for Police Officer shall commence upon appointment or promotion to the rank of Recruit II, i.e. Start of Field Training period.

## SECTION 8.00 GRIEVANCE PROCEDURE

### Purpose:

The purpose of this Grievance Procedure is to promote communication and improve employer-employee relations by establishing a process to encourage settlement of disputes. The parties recognize that it is in their mutual interest to resolve problems expeditiously at the lowest possible administrative level. Any resolution of dispute at this level must be consistent with the terms of this Agreement.

### Grievance Definition:

A grievance shall be defined as a dispute arising from the application or interpretation of a specific Article or Articles of this Agreement or specific section(s) of the City Personnel Rules. A disciplinary action imposed by the City shall not be cause for a grievance unless it is specifically alleged that such action represents an incorrect application or violation of this Agreement. In no event shall this Agreement alter or interfere with the disciplinary procedure previously followed by the City, or provided for by the City Personnel Rules and Regulations, ordinance or law, including the procedure for disciplinary appeals as provided in Section 9.00 of the City Personnel Rules.

### Procedure For Grievances:

#### Step 1 – Police Captain:

The affected bargaining unit employee and/or his or her Union representative shall submit a written grievance to the employee's Police Captain within ten (10) working days of the date the grievant knew or could reasonably have become aware of the alleged violation. The written grievance shall contain the following information:

- a) a statement of the grievance, the facts upon which it is based, and the person(s) involved;
- b) the specific Section(s) of this Agreement, the City Personnel Rules, or other regulations alleged to have been violated;
- c) the remedy requested; and
- d) the aggrieved employee's signature.

The Police Captain shall respond in writing within ten (10) working days of receipt of the written grievance. The written response at this step (and all management responses at all steps hereafter) shall contain the following information:

- a) an affirmation or denial of the facts upon which the grievance is based;
- b) an analysis of the alleged violation of the Agreement, or the City Personnel Rules;
- c) a response to the remedy requested; and
- d) the Police Captain's signature.

#### Step 2 – Police Chief:

If the grievance is not resolved at Step 1, the grievant or the grievant's Union Representative shall submit the written grievance to the Police Chief within ten (10) working days of receipt of the Police Captain's written response. The Police Chief shall respond in writing to this grievance within ten (10) working days of receipt of the written grievance.

#### Step 3 – City Manager:

Should the grievance remain unsolved at Step 2, the written grievance shall be submitted within ten (10) working days of receipt of the Step 2 response to the City Manager or City Manager's designee, who shall meet with the Union Representative within thirty (30) working days of receipt of the written grievance. The City Manager or City Manager's designee shall provide a written response within ten (10) working days of the date of discussion with the Union Representative.

#### Step 4 – Arbitration:

If the grievance is not resolved at Step 3, the Union Representative shall, within ten (10) working days of receipt of the Step 3 response, notify the City Manager in writing of the request to submit the grievance to arbitration.

#### Arbitration:

If the parties are unable to mutually agree on the selection of an arbitrator, the names of the five (5) arbitrators shall be obtained from the California State Mediation and Conciliation Service. By coin toss, the losing party shall strike one (1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator. The City and the Union agree to divide equally the cost of the arbitrator and the court reporter. Each party shall bear their own respective costs of making their presentation to the arbitrator, including but not limited to, their own attorneys' fees, expert

witness fees, regular witness fees, and related costs. The arbitrator's decision shall be final and binding; however, the arbitrator shall have no power to add to, subtract from or alter, change or modify the terms of this Agreement or the City's Personnel Rules, and the arbitrator's power shall be limited to the interpretation or application of this Agreement or the City's Personnel Rules. The arbitrator shall issue a written decision within forty-five (45) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to this Agreement.

#### Time Limits:

Any time limits specified in this Grievance Procedure may be extended by mutual agreement. Requests for an agreement to extend any deadline shall be confirmed in writing. Except for time extensions by mutual agreement, failure by the employee or the Union to follow the established time limits shall cause the grievance to be considered withdrawn. Failure by the City to follow the established time limits shall cause the grievance to be settled in favor of the employee.

#### Witnesses:

Persons who have direct knowledge of circumstances relating to the grievance may be released from their duties to provide testimony at any stage of the proceedings. At the request of either party, witnesses who have not yet testified may be sequestered from the hearing. The grievant or the grievant's Union Representative shall provide reasonable advance notification to the City of any requests to release employees from their regular duties to attend any such proceedings. Employees shall be compensated at their regular rate of pay for actual time spent in such meetings.

### SECTION 9.00 DISCIPLINE

#### 9.01 DISCIPLINARY INVESTIGATIONS

All sworn members shall be afforded all rights listed in the Government Code Sections 3300-3311, Public Safety Officer Procedural Bill of Rights Act. The City shall utilize the same procedures for all non-sworn employees for conducting investigations, entering adverse comments into personnel files, permitting inspection of personnel files, and searching lockers.

#### 9.02 STANDARD DISCIPLINARY APPEAL PROCEDURE

An appeal from standard disciplinary action shall be in writing and subject to the following procedure. Appeals of written reprimands shall be appealable only to the Chief of Police (Department Head), with no further right of appeal.

#### Definition of Standard Disciplinary Action:

For the purpose of this provision, a standard disciplinary action shall mean a written reprimand, reduction in salary, equal to or less than a suspension of 160 hours, suspension equal to or less than 160 hours, or disciplinary transfer.

#### Procedure:

Appeals from standard discipline imposed by a Police Captain or Police Lieutenant must be initiated at Step 1. Appeals from standard discipline imposed by the Police Chief may be initiated at Step 2. Appeals from standard discipline imposed by the City Manager may be initiated at Step 3.

#### Step 1 – Police Chief:

The employee may appeal standard discipline to the Police Chief or designee by submitting a written notice of appeal within ten (10) working days of receipt of notification of disciplinary action. Such appeal shall be made in person before the Police Chief or designee or filed in writing with the Police Chief or designee at a mutually agreed upon time after the employee's receipt of all investigation materials. The Police Chief or designee shall provide a written response to the employee within ten (10) working days after the later of either the employee submitting the appeal to the Police Chief or designee, or providing an in-person response to the Police Chief or designee. There shall be no further appeal of a written reprimand beyond Step 1 of the Standard Discipline Appeal Procedure.

#### Step 2 – City Manager:

If the employee is dissatisfied with the response at Step 1, and the disciplinary action is one of the discipline actions defined in this section other than a written reprimand, the employee may file a written notice of appeal with either the City Manager or City Manager's designee. Such appeal shall be made in person before the City Manager or designee or filed in writing with the City Manager or designee within thirty (30) working days of receipt of the appeal from Step 1, or in the event there is no Step 1, at a mutually agreed upon time after the employee's receipt of all investigation materials. The City Manager or City Manager's designee shall provide a written response to the employee within ten (10) working days of the date of discussion with the employee and/or the employee's chosen Association Representative.

#### Step 3 – Fact-finder:

If the employee is dissatisfied with the response of Step 2, and the disciplinary action is one of the discipline actions defined in this section other than a written reprimand, the employee or the employee's Association Representative may request involvement of a fact-finder within thirty (30) days of the meeting held at Step 2, by filing a written notice with the City Manager or designee. The names of five (5) fact-finders shall be obtained from the California State Mediation and

Conciliation Service. Beginning with a coin toss, the City and the Association shall alternately strike names from the list until one remains. The City and the Association agree to divide equally the cost of the fact-finder and the court reporter. Each party shall bear their own respective costs of making their presentation to the fact-finder, including but not limited to, their own attorneys' fees, expert witness fees, regular witness fees, and related costs. The fact-finder designated to hear the appeal shall submit findings of fact and conclusions to the parties. The fact-finder's recommendation must be accepted by both the Association and the City Council in order to be effective. In the event the fact-finder's recommendation(s) are rejected by either party, the determination at the prior level shall stand. The fact-finder shall have no authority to add to, subtract from, alter, change, or modify the terms of this Agreement, and the fact-finder's power shall be limited to addressing the facts and merits of the disciplinary action being appealed.

#### 9.03 MAJOR DISCIPLINARY APPEAL PROCEDURE

An appeal from a major disciplinary action shall be in writing and subject to the following procedure.

##### Definition of a Major Disciplinary Action

For the purpose of this provision, a major disciplinary action shall mean a reduction in salary equal to more than a suspension of 160 hours, suspension for more than 160 hours, a demotion, or discharge (termination).

##### Procedure:

##### Step 1 - City Manager:

The employee may appeal major discipline, if the disciplinary action is one of the disciplines defined in Definition of a Major Disciplinary Action, to the City Manager or City Manager's designee by submitting a written notice of appeal within ten (10) working days of receipt of notification of major disciplinary action. Such appeal shall be made in person before the City Manager or designee, or filed in writing with the City Manager or City Manager's designee, at a mutually agreed upon time after the employee's receipt of all investigation materials. The City Manager or City Manager's designee shall provide a written response to the employee within ten (10) working days after the later of either the employee submitting the appeal to the City Manager or designee, or providing an in-person response to the City Manager or designee.

##### Step 2 – Arbitration:

If the Association or the employee is dissatisfied with the response of Step 1, and the disciplinary action is one of the disciplines defined in Definition of a Major Disciplinary Action, the Association Representative may request involvement of



an Arbitrator within thirty (30) days of the meeting held at Step 1, by filing a written notice with the City Manager or the City Manager's designee.

The names of seven (7) Arbitrators shall be obtained from the California State Mediation and Conciliation Service. The City and the Association agree to divide equally the cost of the list of Arbitrators. Beginning with a coin toss, the City and the Association shall alternately strike names from the list until one remains.

The City and the Association agree to divide equally the cost of the Arbitrator and the court reporter. Each party shall bear their own respective costs of making their presentation to the Arbitrator, including but not limited to, their own attorneys' fees, expert witness fees, regular witness fees, and related costs.

The Arbitrator shall have no authority to add to, subtract from, alter, change, or modify the terms of this Agreement, and the Arbitrator's power shall be limited to addressing the facts and merits of the disciplinary action being appealed.

The decision of the Arbitrator shall be final and binding on the parties.

#### 9.04 EXCLUSIONS/LIMITATIONS

The procedures set forth in Section 9.02 and 9.03 shall not be applicable to the following employees, nor shall they be applicable to any City action(s) as to which an administrative appeal already exists elsewhere in this Agreement or law:

- a. probationary employees who are rejected during probation (except probationary employees are entitled to meet with the Police Chief); and
- b. any temporary or provisional employees.

#### 9.05 CONDUCT OF HEARING:

The hearing shall be conducted according to the Code of Civil Procedure, Section 1282, et seq.

#### 9.06 TIME LIMITS:

Any time limits specified in this Disciplinary Appeal Procedure may be extended by mutual agreement. Requests for an agreement to extend any deadline shall be confirmed in writing. Except for time extensions by mutual agreement, failure by the employee, the Association, or City to follow the established time limits shall automatically cause the appeal to be moved to the next level.

#### 9.07 WITNESSES:

Persons who have direct knowledge of the circumstances relating to the appeal may be released from their duties to provide testimony. At the request of either

party, witnesses who have not yet testified may be sequestered from the hearing. The parties shall provide each other with a final witness list within three (3) business days of the arbitration. The appellant or the appellant's Association Representative shall provide reasonable advance notification to the City of any requests to release employees from their regular duties to attend any such proceedings. Employees shall be compensated at their regular rate of pay for actual time spent attending such meetings.

#### SECTION 10.00 SEPARABILITY

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

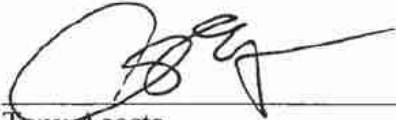
#### SECTION 11.00 COMPLETION OF NEGOTIATIONS

During negotiations which resulted in this Agreement, both parties acknowledge that each had the right and opportunity to make demands and proposals with respect to all subjects within the scope of representation. Therefore, for the term of this Agreement, the parties shall not be obligated to meet and confer with respect to any subject specifically referred to or covered in this Agreement, or to any subject discussed and later withdrawn by either party, except the parties shall meet quarterly to review those sidebar items identified in the negotiation process and any other contract(s) items that either party deems necessary.

SECTION 12.00 DURATION

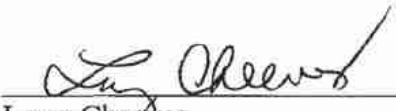
This Agreement shall continue in full force and effect from July 1, 2012, until June 30, 2014.

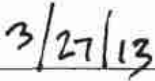
FOR THE CITY:

  
Tony Acosta

  
Glenn Berkheimer

  
Ben Horner

  
Larry Cheeves

  
Date


FOR THE ASSOCIATION:

  
Stanley Rodriguez

  
Bruce Vance

  
Paul Kanazeh

  
Lupe Luna

  
Brandon Hayward

  
Date

## Appendix 1

For purposes of compiling labor market data, and comparing total compensation, the parties agree to use the following eight survey agencies:

Fremont	Pleasanton
Hayward	San Leandro
Milpitas	Redwood City
Newark	Livermore

Factors the parties considered relevant in deciding to use these comparison agencies include: city revenue per capita; size of city budget; scope and type of municipal services provided; median household income; population served; number of city employees, and geographic proximity.

The salary and benefits that will be included in total compensation surveys shall be the following: Top Step Salary, PERS-EMPC paid by City, Uniform, Educational Incentive, Average PERS Employer Normal Cost, Medical/Vision, Dental, Long Term Disability, Life Insurance, Medicare and Holiday Pay.

**Side Letter of Agreement**  
**Vacation/Compensatory Time Buy Back Option**  
**December 4, 2013**

The Union City Police Officer's Association (UCPOA) and the City of Union City agree that it is beneficial to provide a means of reducing the City's burden of unused leave balance compensation at the time of employee separation and to offer employees an avenue for supplementing their deferred compensation plan final contributions. The options outlined below provide an option for City employees to consider during their pre-retirement years. These provisions fall within the requirements of Internal Revenue Code (IRC) Section 457. Consideration was also given to the welfare of the employee.

**Pre-Retirement Catch-up Vacation/Compensatory Time Buy Back Option Requirements**

Employees who are enrolled in the City sponsored 457 Deferred Compensation Plan may elect to sell back unused vacation and/or compensatory time to the City provided that all of the following qualifications are met:

- 1) The employee must have declared to the 457 plan their intention to retire within three years of submitting the Pre-Retirement Catch-Up form.
- 2) The employee must be eligible to retire within three years of the Normal Retirement date as stated on the Pre-Retirement Catch-Up form.
- 3) The employee must present proof to the City from the 457 plan acceptance letter that they have been approved by the 457 plan administrator to participate in the Pre-Retirement Catch-Up Provision.

If all of the above qualifications are met, the employee may elect to sell back to the City the amount of unused vacation and/or compensatory time with the following limitations.

- 1) The employee must retain in their vacation bank at least one year's worth of their vacation accrual during the first two years of the three year catch-up provision.
- 2) The value of the time sold will be calculated at the employee's base salary on the date the time is sold.
- 3) The sale of the vacation and/or compensatory time must not exceed the Maximum Contribution (after accounting for unused deferrals) during the first two years of the three-year catch-up provision. Based on the most current IRS limitations

Limitations	2014	2013	2012
<b>457</b>			
Annual Deferral Limit for 457 Plans	\$17,500	\$17,500	\$17,000
"Pre-Retirement" Catch-Up Limit	\$17,500	\$17,500	\$17,000
"Age 50" Catch-Up Limit	\$5,500	\$5,500	\$5,500

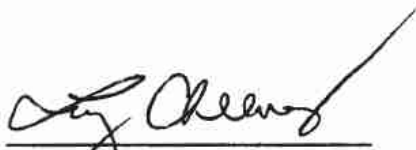
- 4)
- 5) The qualifying compensation from the selloff of vacation and/or compensatory time will be transferred directly into the employee's City sponsored 457 plan via city payroll processing.
- 6) This option can only be used once during an employee's employment with the City.
- 7) The three years of the Pre-Retirement Catch up provision must be concurrent.
- 8) All requirements of IRC section 457 apply.


This Letter of Agreement shall remain in effect until terminated by both parties.

**SIGNATURES:**

**For the City of Union City:**

**For the Union City Police Officer's  
Association:**

  
 Larry Cheeves  
 City Manager

  
 Bruce Vance  
 President