



AGENDA

CITY OF UNION CITY/ SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY MEETING

GARY SINGH, Mayor
SCOTT SAKAKIHARA, Vice Mayor (District 4)
LANCE NISHIHARA, Councilmember (District 1)
JAIME PATIÑO Councilmember (District 2)
JEFF WANG, Councilmember (District 3)

Tuesday, April 8, 2025
7:00 PM
City Hall - Council Chamber
34009 Alvarado-Niles Road Union City, CA 94587

1. CALL TO ORDER

1.1. Pledge of Allegiance

1.2. Roll Call

2. UNFINISHED BUSINESS - None

3. PROCLAMATIONS AND PRESENTATIONS

3.1. Proclamation Recognizing April 6-12, 2025, as National Crime Victims' Rights Week

3.2. Proclamation Recognizing April 14, 2025, as Khalsa Day

3.3. Proclamation Recognizing April 2025 as Fair Housing Month

3.4. Proclamation Recognizing April 2025 as Arts, Culture, and Creativity Month

4. ORAL COMMUNICATIONS

An individual speaker shall have three minutes to address the Council on non-agenda items under the Oral Communications section of the agenda. The Chair may, in their discretion, lower the time limit to less than three minutes based on the number of speakers and/or business to be conducted by the City Council. Members of the public who wish to speak to the Council under the first Oral Communications section are requested to complete a speaker card, giving their name and city of residence. If a speaker wants further notification from the City, the speaker may include a mailing address. Neither a speaker card or identification of name, city of residence or mailing address are required to provide public comment but are requested for record keeping purposes.

5. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine in nature and will be enacted by one motion. If discussion is required on a specific item, it will be removed from the Consent Calendar and considered separately.

5.1. Approve the Action Minutes of March 25, 2025 City Council Special Closed Session

5.2. Approve the Action Minutes of March 25, 2025 City Council Regular Meeting

- 5.3. **Adopt a Resolution Approving the Mayor's Appointment of Claudette Begin to the Senior Citizens Commission**
- 5.4. **Adopt a Resolution Accepting Completion of the Union Landing Roadway Access Improvements Project, City Project No. 23-15, and Approve an Increase to the Construction Budget in the Amount of \$2,511.60**
- 5.5. **Adopt a Resolution Initiating Proceedings for the Levy and Collection of Assessments for the Citywide Landscape & Lighting District No. 3 for Fiscal Year 2025/2026**
- 5.6. **Adopt a Resolution Authorizing the City Manager to Enter Into a Consulting Services Agreement, in a Form Approved by the City Attorney, Between the City of Union City and ICF for Preparation of Environmental Clearance Documentation for Station East Phases 2 and 3 Project in an Amount Not to Exceed \$157,978**
- 5.7. **Adopt A Resolution Approving the Purchase of Virtual Machine Infrastructure, Hypervisor Software, and Professional Services Through Sidepath, for a Not-To-Exceed Contract Amount of \$316,689.23, Amending the Fiscal Year 2024-2025 General Fund Budget in the Amount of \$316,689.23, and Authorizing the City Manager to Execute the Agreement**
- 5.8. **Adopt a Resolution Approving and Adopting the Memorandum of Understanding Between the City of Union City and the Service Employees' International Union for the period of January 1, 2025 Through December 31, 2027, Authorizing the City Manager to Execute the Memorandum of Understanding on Behalf of the City and Approving an Amendment to the City's Salary Schedule in Conformance with California Code of Regulations, Title 2, Section 570.5**
6. **PUBLIC HEARINGS - None**
7. **CITY MANAGER REPORTS**
 - 7.1. **Fiscal Year 2024-2025 Mid-Year Budget Review**
8. **SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY - None**
9. **AUTHORITIES AND AGENCIES - None**
10. **CITY COMMISSION / COMMITTEE REPORTS - None**
11. **ITEMS REFERRED BY COUNCIL**
12. **GOOD OF THE ORDER**
13. **CLOSED SESSION - None**
14. **ADJOURNMENT**

MEETING INFORMATION

Regular City Council meetings are held in person on the second and fourth Tuesday of each month at 7:00 p.m. in the Council Chambers, City Hall, 34009 Alvarado-Niles Road, Union City, CA 94587.

Meetings can also be observed via Zoom: <http://citycouncil-live.unioncity.org>

Meetings are broadcast live on UCTV Channel 15 and live-streamed on the City's website: <https://www.unioncity.org/199/City-Meetings-Video>.

Public Comment: Members of the public cannot provide comments via Zoom unless specifically permitted, as detailed below. Remote access is subject to technical availability. If the Zoom platform or other technology fails, the City Council will proceed with the meeting in person unless prohibited by law.

Public Records: Documents related to agenda items are available for review on the City's website (<https://www.unioncity.org>) or during business hours at the City Clerk's Office, 34009 Alvarado-Niles Road,

Accessibility: If you require special assistance to participate in the meeting, please contact the City Clerk's Office at (510) 675-5448 at least 72 hours before the meeting. Closed captioning is available for all regular City Council meetings.

ADDRESSING THE CITY COUNCIL

In-Person Public Comment:

Members of the public may address the Council on any agenda item or during the Public Input portion of the meeting. To speak, please fill out a speaker card with your name and city of residence. If you would like a follow-up from the City, you may also provide your mailing address. Completing a speaker card and providing your name, city, or mailing address are not required to make a public comment but are requested for record-keeping purposes.

Written Comment:

To submit written comments on an agenda item or during Public Comment, please email: publiccomment@unioncity.org. Include "public comment" in the subject line and reference the agenda item number. Written comments will be forwarded to the City Council and made publicly available.

Public Comment via Zoom:

As noted above, the public may not address the Council via Zoom unless required by AB 2449. If the City is required to provide this opportunity, the Mayor will announce it at the beginning of the meeting. If allowed, raise your virtual hand on Zoom to indicate that you would like to speak on a specific agenda item.

CITY COUNCIL NORMS AND GUIDELINES

(Resolution No. 6129-23; Adopted May 23, 2023)

The Union City Council abides by the following norms:

1. We conduct ourselves in a professional manner, treat everyone with respect, and act with high integrity, always putting the interests of the City of Union City ahead of self-interests in accordance with our code of ethics.
2. We respect the Council-Manager form of government, and do not interfere with the City Manager's role or any professional duties of City staff.
3. We recognize that matters of confidential nature are to be kept private and undisclosed.
4. We respect each other's opinions and are supportive of each other's work advocating for the City, and we ensure that all voices are heard. We do not criticize others for having a different point of view, and we agree to disagree respectfully.
5. We understand that the City Council acts as a body, all members are equal, and policy direction is only given by a majority vote of the City Council. Once a decision is made, all members of the City Council must respect the City Council's direction.
6. We will be prepared for City Council meetings and ask our questions of the City Manager in advance so we can avoid surprising City staff at meetings.
7. We do not criticize City staff publicly or to others and will refrain from directing them. Instead, we will take our concerns and questions privately to the City Manager.
8. We will govern on an at-large basis, although elected by districts. We will maintain a citywide perspective and consider the needs and interests of the entire community.
9. We will continue to allocate resources based on long-term strategic priorities and efforts, with

consideration of citywide service levels and financial capacity.

10. We understand customer service is the priority and each member of the City Council will help constituents regardless of the district in which they reside or from which a Councilmember themselves is elected.
11. We recognize the significant importance of attendance and participation at City Council meetings in proceeding with City business. All members of the City Council should endeavor to miss no more than two regular meetings per calendar year absent extraordinary circumstances. Members of the City Council should, absent unforeseen circumstances, provide a minimum of sixty days' notice to the City Council of planned absences during the Good of the Order or Items Referred by Council portion of the City Council agenda, as appropriate.

May these Council Norms be administered and enforced in the following manner:

1. Councilmembers have the primary responsibility to assure that ethical standards are understood and met by the Council, and that the public can continue to have full confidence in the integrity of government.
2. The Mayor and the Council have the responsibility to intervene when action of its members are in violation of Council Norms.
3. The City Council can review and revise the Council Norms as needed.
4. During City Council discussions, deliberations, and proceedings, the Mayor is designated with the primary responsibility to ensure that Councilmembers adhere to the Council Norms.

CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

This notice and agenda were posted on the City's website and the City Hall bulletin board at least 72 hours prior to the meeting date, in compliance with the Ralph M. Brown Act.

/s/Thai Nam Pham, MMC, CPMC
City Clerk/Secretary to the City of Union City Successor Agency



Agenda Item

ATTACHMENTS:

Description		Type
	Proclamation	Attachment

CITY OF UNION CITY

PROCLAMATION



Recognizing April 6-12, 2025, as National Crime Victims' Rights Week

WHEREAS, every year, more than 26 million people in the United States become victims of crime, affecting individuals and their communities; and

WHEREAS, the Alameda County District Attorney's Office – Victim/Witness Assistance Division provides important support to help victims heal, regain their safety, and restore their well-being; and

WHEREAS, the Victim/Witness Assistance Division serves all victims, no matter their race, gender, religion, nationality, sexual orientation, gender identity, or immigration status; and

WHEREAS, victims often face many challenges, and it is important to treat all victims with dignity and respect; and

WHEREAS, the Victim/Witness Assistance Division works closely with survivors, service providers, and justice professionals to create a criminal justice system that is fair and supportive of all people; and

WHEREAS, in 2024, the Victim/Witness Assistance Division provided over 2,142 services to more than 305 crime victims in Union City, including children, survivors of homicide victims, and victims of sexual assault, domestic violence, and other crimes; and

WHEREAS, National Crime Victims' Rights Week, observed from April 6-12, 2025, is a time to recognize the progress made in supporting victims and to continue working for justice.

NOW, THEREFORE, I, Gary Singh, Mayor of the City of Union City, and on behalf of the entire City Council, do hereby proclaim **April 6-12, 2025, as National Crime Victims' Rights Week** in Union City and reaffirm our commitment to respecting and supporting crime victims and their rights.

DATED: April 8, 2025

GARY SINGH, Mayor

SCOTT SAKAKIHARA, Vice Mayor

LANCE NISHIHARA, Councilmember

JAIME PATIÑO, Councilmember

JEFF WANG, Councilmember



Agenda Item

ATTACHMENTS:

Description		Type
	Proclamation	Attachment

CITY OF UNION CITY PROCLAMATION



Recognizing April 14, 2025, as Khalsa Day

WHEREAS, Vaisakhi marks the historic day of April 14, 1699, when Guru Gobind Singh Ji, the tenth Sikh Guru, created the Khalsa Panth in the City of Anandpur Sahib, forming a community of dedicated men and women who stand for justice, equality, and doing what is right; and

WHEREAS, the creation of the Khalsa on Vaisakhi was a major moment in Sikh history, representing the values of courage, faith, and service to others; and

WHEREAS, Guru Gobind Singh Ji gave the Khalsa five articles of faith—Kesh (uncut hair), Kara (steel bracelet), Kanga (wooden comb), Kachera (cotton undergarment), and Kirpan (ceremonial sword)—as signs of their commitment, discipline, and duty; and

WHEREAS, the teachings of Guru Gobind Singh Ji focus on equality, justice, and selfless service, values that continue to guide Sikh communities around the world; and

WHEREAS, Vaisakhi is a time to reflect and celebrate the lasting vision of Guru Gobind Singh Ji for a fair and united society; and

WHEREAS, the Sikh community has made many important contributions to the culture, economy, and daily life of Union City, showing strength, kindness, and generosity.

NOW, THEREFORE, I, Gary Singh, Mayor of the City of Union City, and on behalf of the entire City Council, do hereby proclaim April 14, 2025, as **Khalsa Day** in the City of Union City and encourage all residents to join in honoring the rich history and lasting impact of the Sikh faith and the Khalsa tradition.

DATED: April 8, 2025

GARY SINGH, Mayor

SCOTT SAKAKIHARA, Vice Mayor

LANCE NISHIHARA, Councilmember

JAIME PATIÑO, Councilmember

JEFF WANG, Councilmember



Agenda Item

ATTACHMENTS:

Description		Type
	Proclamation	Attachment

CITY OF UNION CITY

PROCLAMATION



Recognizing April 2025 as Fair Housing Month

WHEREAS, the passage of the Fair Housing Act in 1968 enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, disability, familial status, and national origin and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, Union City is committed to upholding fair and equal housing opportunities for all, recognizing that diverse, inclusive communities strengthen our social fabric, economy, public health, and environment; and

WHEREAS, more than five decades after the passage of the Fair Housing Act, housing discrimination and segregation continue to be challenges that must be addressed; and

WHEREAS, ensuring fair housing practices and eliminating barriers to equal housing opportunity aligns with Union City's vision of being an inclusive and welcoming community for all residents.

NOW, THEREFORE, I, Gary Singh, Mayor of the City of Union City, and on behalf of the entire City Council, do hereby proclaim the month of April 2025 as **Fair Housing Month** in Union City, California, to reaffirm the City's commitment to fair housing and encourage activities by private and public entities that advocate for equal housing opportunities for all residents and prospective residents of California.

DATED: April 8, 2025

GARY SINGH, Mayor

SCOTT SAKAKIHARA, Vice Mayor

LANCE NISHIHARA, Councilmember

JAIME PATIÑO, Councilmember

JEFF WANG, Councilmember
Tuesday, April 8, 2025



Agenda Item

ATTACHMENTS:

Description		Type
	Proclamation	Attachment

CITY OF UNION CITY

PROCLAMATION



Recognizing April 2025 as Arts, Culture, and Creativity Month

WHEREAS, Arts, Culture, and Creativity Month is a statewide event started by the California Legislature in 2019 and is now in its 7th year; and the 2025 theme is Health, Hope, and Healing; and

WHEREAS, the City of Union City believes that arts, culture, and creativity are essential to a thriving and vibrant community; and

WHEREAS, culture helps people connect, understand each other, and build community, while creativity brings new ideas and positive change; and

WHEREAS, our Community and Recreation Services Department supports the arts and recognizes their value to people with special needs. This year, the City will host Studio 11's UNBOXING photo exhibit with artist Zachary Umar-Durr on April 25th, continuing the tradition of the Tom Cain Photo Show; and

WHEREAS, the Union City Arts & Culture Commission, along with the Alameda County Arts Commission, works to support the arts through programs and events like Studio 11 and community art showcases that bring people together; and

WHEREAS, Union City is proud to partner with the Alameda County Arts Commission, Californians for the Arts, CREATE CA, and the California Arts Council to support and grow the arts at all levels; and

WHEREAS, together, our local and statewide efforts help promote inclusion, healing, and strength, and show how the arts can improve our lives and bring us hope.

NOW, THEREFORE, I, Gary Singh, Mayor of the City of Union City, and on behalf of the entire City Council, do hereby proclaim **April 2025 as Arts, Culture, and Creativity Month** in Union City and encourage everyone to take part in this celebration!

DATED: April 8, 2025

GARY SINGH, Mayor

SCOTT SAKAKIHARA, Vice Mayor

LANCE NISHIHARA, Councilmember

JAIME PATIÑO, Councilmember

JEFF WANG, Councilmember



Agenda Item

ATTACHMENTS:

Description		Type
	Action Minutes	Attachment



MINUTES

**CITY OF UNION CITY
CITY COUNCIL SPECIAL CLOSED SESSION**

GARY SINGH, Mayor
SCOTT SAKAKIHARA, Vice Mayor (District 4)
LANCE NISHIHARA, Councilmember (District 1)
JAMIE PATIÑO, Councilmember (District 2)
JEFF WANG, Councilmember (District 3)

Tuesday, March 25, 2025 | 6:00 PM

City Hall - City Council Conference Room
34009 Alvarado-Niles Road
Union City, CA 94587

1. CALL TO ORDER

Mayor Singh called the meeting to order at 6:00 PM.

2. ROLL CALL

Attendee Name	Present
Councilmember Nishihira	Yes
Councilmember Patiño	Yes
Councilmember Wang	Yes
Vice Mayor Sakakihara	Yes
Mayor Singh	Yes

3. ORAL COMMUNICATIONS

Mayor Singh opened Public Comment. There being no speakers, Mayor Singh closed Public Comment.

4. CLOSED SESSION

4.1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code § 54957.6

Agency Designated Representatives:

Joan Malloy, City Manager

Jason Castleberry, Human Resources Director

Jeff Bailey, IEDA Labor Negotiator

Employee Organizations:

Service Employees International Union Local 1021

No reportable action.

5. REPORT OUT OF CLOSED SESSION

Mayor Singh reported on the above item at the March 25, 2025 City Council Regular Meeting.

6. ADJOURNMENT

Mayor Singh adjourned the meeting at 6:46 PM.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the City Council of the City of Union City on April 8, 2025.

A handwritten signature in blue ink, appearing to read 'Thai Nam Pham', with a long horizontal flourish extending to the right.

Thai Nam Pham, MMC, CPMC
City Clerk



Agenda Item

ATTACHMENTS:

Description		Type
	Action Minutes	Attachment



MINUTES

CITY OF UNION CITY / SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY REGULAR MEETING

GARY SINGH, Mayor
SCOTT SAKAKIHARA, Vice Mayor (District 4)
LANCE NISHIHARA, Councilmember (District 1)
JAIME PATIÑO, Councilmember (District 2)
JEFF WANG, Councilmember (District 3)

Tuesday, March 25, 2025 | 7:00 PM

City Hall - Tom Kitayama City Council Chambers
34009 Alvarado-Niles Road, Union City, CA 94587

1. CALL TO ORDER

1.1. Pledge of Allegiance

Mayor Singh called the meeting to order at 7:03 PM.

1.2. Roll Call

Attendee Name	Present
Councilmember Nishihira	Yes
Councilmember Patiño	Yes
Councilmember Wang	Yes
Vice Mayor Sakakihara	Yes
Mayor Singh	Yes

Mayor Singh also reported out of the Special Closed Session that was held prior to the meeting.

2. UNFINISHED BUSINESS

There were none.

3. PROCLAMATIONS AND PRESENTATIONS

There were none.

4. ORAL COMMUNICATIONS

Mayor Singh opened Oral Communications. The following individuals spoke during Oral Communications:

Shane Overton
Erin Ewing
Katherine Kaldis
Denisse Homen
Lindsay Andalis
Dave Bhatia
Abigail Andrade

Wendy Huang
Jeffrey Kurohara
Drew Balthazar
Cheris Crocker-Root
Jon Burnett
Shamsa Rafay

There being no further speakers, Mayor Singh closed Oral Communications.

5. CONSENT CALENDAR

Motion: Approve the Consent Calendar.

RESULT: Pass

MOVER: Councilmember Wang

SECONDER: Councilmember Patiño

AYES: Councilmembers Nishihira, Patiño, Wang, Vice Mayor Sakakihara, and Mayor Singh

NOES: None

ABSENT: None

5.1. Approve the Action Minutes of March 4, 2025 City Council Special Closed Session

A motion was made to approve the minutes.

5.2. Approve the Action Minutes of March 11, 2025 City Council Regular Meeting

A motion was made to approve the minutes.

5.3. Adopt a Resolution of the City Council of the City of Union City Selecting the Fremont Argus as the City's Official Newspaper for Fiscal Year 2025-2026 and Delegating Authority to City Staff Until Amended By City Council to Annually Publish a Notice Inviting Bids and Contract for the Publication of Public Notices

A motion was made to adopt the resolution.

Enactment No.: Resolution No: 2025-035

5.4. Adopt a Resolution Approving the Mayor's Appointment of Praisna Gupta Garg to the Planning Commission

A motion was made to adopt the resolution.

Enactment No.: Resolution No: 2025-036

5.5. Adopt a Resolution Approving an Amendment to Update the Class Specification for the Classification of Community Service Aide

A motion was made to adopt the resolution.

Enactment No.: Resolution No: 2025-037

5.6. Adopt a Resolution Authorizing the City Manager to Enter into a Consulting Services Agreement, in a Form Approved by the City Attorney, Between the City of Union City and David J. Powers for Preparation of Environmental Clearance Documentation for the Louie Ranch Project in an Amount Not to Exceed \$251,860

A motion was made to adopt the resolution.

Enactment No.: Resolution No: 2025-038

5.7. Adopt a Resolution Accepting Completion of the Union Landing Pylon Signs Renovation Project, City Project No. 22-17

A motion was made to adopt the resolution.

Enactment No.: Resolution No: 2025-039

5.8. Second Reading and Adoption of an Ordinance for Zoning Text Amendment (AT-25-001) to Amend Title 18, Zoning, of the Union City Municipal Code to Support Implementation Program HE-2.D of the City's 2023-2031 Housing Element by Rescinding and Replacing Chapter 18.34, Accessory Dwelling Units, to Comply with Government Code § 66310 et seq.; and Amending Chapters 18.08, Definitions; 18.31, SB 9 Subdivisions and Development Projects; 18.32, Residential Districts; and 18.33, Affordable Housing, for Consistency with the Updates to Chapter 18.34; and Find that the Amendments Are Exempt from Environmental Review per the Requirements of the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines § 15282(h), as well as Public Resources Code § 21080.17

A motion was made to adopt the ordinance.

Enactment No.: Ordinance No: 2025-002

6. PUBLIC HEARINGS

6.1. Hold a Public Hearing and Adopt a Resolution of the City Council of the City of Union City Accepting the 2024 General Plan Annual Progress Report and the 2024 Housing Element Annual Progress Report

Associate Planner Dean provided staff presentation. She and Economic and Community Development Director Campbell responded to questions from the Council.

Mayor Singh opened the Public Hearing at 7:53 PM. The following speakers spoke during the Public Hearing:

Dave Bhatia
Wendy Huang

There being no further speakers, Mayor Singh closed the Public Hearing at 7:59 PM.

Motion: Adopt a resolution of the City Council of the City of Union City accepting the 2024 General Plan Annual Progress Report and the 2024 Housing Element Annual Progress Report.

RESULT: **Pass**

MOVER: Vice Mayor Sakakihara

SECONDER: Councilmember Nishihira

AYES: Councilmembers Nishihira, Patiño, Wang, Vice Mayor Sakakihara, and Mayor Singh

NOES: None

ABSENT: None

Enactment No.: Resolution No: 2025-040

7. CITY MANAGER REPORTS

7.1. Provide Policy Direction Regarding Request to Amend the Policy Governing Expenses for the City Council

Deputy City Manager Phan provided staff presentation and responded to questions from council members.

Mayor Singh opened Public Comment. There being no speakers, Mayor Singh closed Public Comment.

Motion: Refer Councilmember Nishihira's submitted items and Councilmember Patiño's proposal to lift the \$2,000 travel limit and explore potential future travel budget allotments to the Legislation and Policy Committee for discussion.

RESULT: **Pass**

MOVER: Councilmember Patiño

SECONDER: Councilmember Wang

AYES: Councilmembers Nishihira, Patiño, Wang, Vice Mayor Sakakihara, and Mayor Singh

NOES: None

ABSENT: None

8. SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY

There were none.

9. AUTHORITIES AND AGENCIES

There were none.

10. CITY COMMISSION / COMMITTEE REPORTS

There were none.

11. ITEMS REFERRED BY COUNCIL

Councilmember Patiño provided an update on his recent activities, including attendance at Cal Cities East Bay Division and legislative update meetings, meetings with the City's Economic Development Strategic Plan Update consultant, participation in the Arts and Culture Commission meeting to hear the presentation regarding the BART mural project from the consultant who will oversee the process, and testimony before the State Senate Committee on Local Government regarding proposed Brown Act amendments. He also noted his upcoming travel to Burbank as Chair of the League of California Cities Governance, Transparency, and Labor Relations Policy Committee.

Vice Mayor Sakakihara reported on several recent meetings, including the March 12 Housing Authority of Alameda County meeting, where uncertainty over HUD funding was discussed, and both the March 12 Ava Community Energy Finance Committee meeting and the March 19 Ava Community Energy Board of Directors meeting, where the primary topic was the mid-year budget update showing that finances were trending well relative to original forecasts. He also reported on the March 12 Parks and Recreation Commission meeting, noting that only four commissioners were present, which reaffirmed the recent decision to reduce the commission's size from seven to five members. He recommended eventually opening recruitment for alternate member seats to assist with quorum in the future.

Councilmember Wang reported on the recent and upcoming Alameda County Waste Management Authority meetings. He also noted his upcoming travel to Burbank and the League of California Cities Public Safety Policy Committee meeting.

Councilmember Nishihira reported that he will be attending the Human Relations Commission meeting scheduled for March 26.

Mayor Singh reported attending the March 20 Business Disaster Preparedness Roundtable, led by staff with participation from local businesses, and recommended involving the Chamber of Commerce in future discussions. He also attended the Arts and Culture Commission meeting where the proposed mural project at Kennedy Park (BART pylons) was discussed and noted that a project estimate will be brought forward at a future meeting.

12. GOOD OF THE ORDER

Councilmember Patiño reported attending the Chamber of Commerce Spirit Awards. He then later traveled to the National League of Cities Congressional City Conference in Washington, D.C., where he attended the National League of Cities Finance Committee and Board of Directors meetings, and various other sessions with federal legislators and staff during his visit. He also attended the Union City National Little League opening ceremonies, the Old Alameda Creek tour, and the ABC NorCal apprenticeship graduation in Livermore. Furthermore, he attended Culture Fest in Union City and plans to attend a Habitat for Humanity tour in Hayward and again mentioned his travel plans to Burbank for the League of California Cities policy committee meetings.

Vice Mayor Sakakihara reported attending the Spectrum Community Services and SOS Meals on Wheels outreach event held at the Senior Center as part of the annual Community Outreach Week.

Councilmember Wang reported attending the National League of Cities Conference in Washington, D.C., where he was appointed as a Director for the Asian Pacific American

Municipal Officials. He also met with Congressman Swalwell and other officials while in Washington, D.C. He then reported on his participation in the Old Alameda Creek tour, and attended the Coastal and Bay Cities regular meeting for the first time.

Councilmember Nishihira reported attending Culture Fest 2025, meeting with the City's Economic Development Strategic Plan Update consultant, participating in the Business Disaster Preparedness Roundtable held at Emerald Packaging, and touring Old Alameda Creek. He announced plans to participate in the Arroyo Park cleanup on April 19 and New Haven Day on April 26.

Mayor Singh thanked City Staff and the Union City Police Department for leading the Old Alameda Creek tour. He shared observations from the visit, noting the need for future cleanup in the area and acknowledging the homeless encampments were both within the cities of Fremont and Union City.

13. CLOSED SESSION

There were none.

14. ADJOURNMENT

Mayor Singh adjourned the meeting at 8:44 PM.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the City Council/Successor Agency to the Redevelopment Agency of the City of Union City on April 8, 2025.

/s/Thai Nam Pham, MMC, CPMC

City Clerk/Secretary for the Successor Agency to the Redevelopment Agency



Agenda Item

DATE: 4/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF CLAUDETTE BEGIN TO THE SENIOR CITIZENS COMMISSION

EXECUTIVE SUMMARY

Due to an unscheduled vacancy on the Senior Citizens Commission, the Mayor has selected Alternate Commissioner Claudette Begin for appointment to fill the vacant position. Commissioner Begin was previously appointed as an Alternate Commissioner on August 12, 2025, via Resolution No. 6344-24, and has demonstrated her readiness to serve in a full capacity.

Her appointment aligns with Resolution No. 2025-029, which standardizes the term structure for all new appointments. If approved, Commissioner Begin's new term will commence immediately and expire on December 31, 2029.

STRATEGIC PLAN ALIGNMENT

Goal E. Communication and Outreach: Build strong connections with community partners, residents, and employees.

BACKGROUND

On March 21, 2025, a vacancy was declared on the Senior Citizens Commission following the resignation a commissioner.

Per Government Code § 40605, "The Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute."

Per the standard practice of filling vacancies, Mayor Singh has nominated Alternate Senior Citizens Commissioner Claudette Begin to assume the vacated position, subject to City Council approval.

DISCUSSION

Board and commission members are appointed by the Mayor with City Council approval. As an Alternate Commissioner since August 12, 2024, Commissioner Begin has already been involved in Senior Citizens Commission matters and is prepared to transition into a full voting role.

Her appointment will support the City's goals of maintaining continuity within the Senior Citizens Commission while ensuring that its members remain engaged.

FISCAL IMPACT

There is no fiscal impact associated with this appointment.

RECOMMENDATION

Staff recommends that the City Council consider the resolution appointing Claudette Begin to the Senior Citizens Commission for a term expiring December 31, 2029.

Prepared by:

Thai Nam Pham, City Clerk

Submitted by:

Thai Nam Pham, City Clerk

ATTACHMENTS:

Description		Type
	Draft Resolution	Resolution

RESOLUTION NO. 2025-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
UNION CITY APPOINTING CLAUDETTE BEGIN TO SERVE
AS A COMMISSIONER ON THE SENIOR CITIZENS
COMMISSION**

WHEREAS, the City of Union City has a vacancy on the Senior Citizens Commission due to the resignation of Harvey Dosanjh on March 21, 2025; and

WHEREAS, Government Code § 40605 states that "The Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute;" and

WHEREAS, Claudette Begin was previously appointed as an Alternate Commissioner on the Senior Citizens Commission on August 12, 2024, via Resolution No. 6344-24 and has expressed her willingness to serve as a full Commissioner; and

WHEREAS, the City of Union City is committed to ensuring continuity and effective representation on the Senior Citizens Commission; and

WHEREAS, the Mayor has recommended the appointment of Claudette Begin as a full Commissioner on the Senior Citizens Commission, subject to City Council approval; and

WHEREAS, in accordance with Resolution No. 2025-029, all new commission appointments are standardized to align with the calendar year, with terms commencing on January 1st and expiring on December 31st of the final year of service; and

WHEREAS, Claudette Begin's appointment will be effective immediately and continue through December 31, 2029.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby appoints **Claudette Begin** as a **Commissioner** on the **Senior Citizens Commission** for a term expiring **December 31, 2029**.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 8th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

APPROVED AS TO FORM:

THAI NAM N. PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney



Agenda Item

DATE: 4/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION ACCEPTING COMPLETION OF THE UNION LANDING ROADWAY ACCESS IMPROVEMENTS PROJECT, CITY PROJECT NO. 23-15, AND APPROVE AN INCREASE TO THE CONSTRUCTION BUDGET IN THE AMOUNT OF \$2,511.60

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a resolution accepting completion of the Union Landing Roadway Access Improvements Project, City Project No. 23-15 and approve an increase to the construction budget in the amount of \$2,511.60.

Union Landing shopping center is the City's largest contributor to the sales tax base. The City's reinvestment into the public infrastructure is critical to maintaining a vital retail district.

STRATEGIC PLAN ALIGNMENT

This agenda item is aligned with the following:

Goal C, Strategy 4: Enhance the City's partnership with Union Landing property owners and tenants to grow the vitality of the business district and revenue to the City.

BACKGROUND

On June 25, 2024, the City Council adopted Resolution No. 6318-24, awarding a construction contract to Marina Landscape, Inc., in the amount of \$320,888, and approving a construction budget, with contingency, in the amount of \$336,933, for the Union Landing Roadway Access Improvements Project, City Project No. 23-15. The contractor has completed the project in accordance with the project plans and specifications.

DISCUSSION

The project scope included reconstruction of the median island including removing trees, removing surplus soil, amending existing soils as required, installing a new irrigation system, providing and installing trees and plants, and installing a three-inch layer of mulch at the center medians along Union Landing Boulevard and at Courthouse Drive per the project plans.

The project was substantially completed in December 2024, with all final punch-list items resolved in February 2025. The final construction cost for the project is \$339,444.60, which includes one change order to address both an unforeseen upgrade of an irrigation controller and repairs to a main irrigation line, which caused the final construction cost to exceed the construction budget approved by the City Council via Resolution No. 6318-24 by \$2,511.60 (0.75%).

Approved Construction Budget with Contingency	\$336,933.00
Original Construction Contract	\$320,888.00
Construction Contract Change Order	\$18,556.60

Construction Contract Change Order	\$ 18,336.00
Total Construction Cost	\$339,444.60

The project has an approved Capital Improvement Program (CIP) budget in the Measure BB Fund (Fund 2545) of \$550,000 and, including the requested increase, the overall project cost for the Union Landing Roadway Access Improvements Project, City Project No. 23-15, will fall significantly below this approved budget amount.

FISCAL IMPACT

The project was funded with Measure BB monies available in Account Number 2545-30-60-600-6001-092315-54111. An additional amount of \$2,511.60 will need to be added to the approved construction budget to cover all construction-related costs, which is well within the approved CIP project budget.

There is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting completion of the Union Landing Roadway Access Improvements Project, City Project No. 23-15, and approving an increase to the construction budget in the amount of \$2,511.60, and authorizing the release of the retention payment, in the amount of \$16,934.98, to Marina Landscape, Inc.

Prepared by:

Jose Gutierrez, Supervising Construction Inspector

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	Resolution	Resolution
<input type="checkbox"/>	Exhibit A - Certificate of Completion	Exhibit
<input type="checkbox"/>	Exhibit B - Notice of Completion	Exhibit

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY ACCEPTING COMPLETION OF THE UNION LANDING ROADWAY ACCESS IMPROVEMENTS PROJECT, CITY PROJECT NO. 23-15, AND APPROVING AN INCREASE TO THE CONSTRUCTION BUDGET IN THE AMOUNT OF \$2,511.60

WHEREAS, on June 25, 2024, the City Council adopted Resolution No. 6318-24, awarding a construction contract to Marina Landscape, Inc., in the amount of \$320,888, and approving a construction budget, with contingency, in the amount of \$336,933, for the Union Landing Roadway Access Improvements Project, City Project No. 23-15; and

WHEREAS, the project scope included reconstruction of the median island including removing trees, removing surplus soil, amending existing soils as required, installing a new irrigation system, providing and installing trees and plants, and installing a 3" layer of mulch at the center medians along Union Landing Boulevard and at Courthouse Drive per the project plans; and

WHEREAS, the project was substantially completed by the end of December 2024, with all final punch-list items resolved in February 2025; and

WHEREAS, the final construction cost for the project is \$339,444.60, which includes one change order to address both an unforeseen upgrade of an irrigation controller and repairs to a main irrigation line, which caused the final construction cost to exceed the construction budget approved by the City Council by \$2,511.60 (0.75%); and

WHEREAS, the project has an approved Capital Improvement Program (CIP) budget in the Measure BB Fund (Fund 2545) of \$550,000 and, including the requested increase, the overall project cost for the Union Landing Roadway Access Improvements Project, City Project No. 23-15, will fall significantly below this approved budget amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City does hereby accept as complete the improvements, in the final amount of \$339,444.60, for the Union Landing Roadway Access Improvements Project, City Project No. 23-15, as described in the Certificate of Completion, attached as Exhibit A.

BE IT FURTHER RESOLVED that the City Council of the City of Union City does hereby approve increasing the construction budget in the amount of \$2,511.60.

BE IT FURTHER RESOLVED that the City Clerk of the City of Union City is directed to record the Notice of Completion, attached as Exhibit B, with the Office of the County Recorder of Alameda County, California.

BE IT FURTHER RESOLVED that the City Council of the City of Union City does hereby authorize the City to make a final retention payment, in the amount of \$16,934.98, to Marina Landscape, Inc., for the completion of improvements for City Project No. 23-15,

in accordance with the plans and specifications on file at the Office of the Public Works Director.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 8th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

APPROVED AS TO FORM:

THAI NAM N. PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:

1. Exhibit A – Certificate of Completion
2. Exhibit B – Notice of Completion and Notice of Acceptance

**CERTIFICATE OF COMPLETION
(Sec. 4005 Government Code)**

**TITLE: UNION LANDING ROADWAY ACCESS IMPROVEMENTS PROJECT, CITY
PROJECT NO. 23-15**

I, MARILOU AYUPAN, Public Works Director of the City of Union City, County of Alameda, State of California, do hereby certify as follows:

That this project consisted of reconstruction of the median island improvement work associated with removing trees, removing surplus soil, amending existing soils as required, installing a new irrigation system, providing and installing trees and plants, and installing a 3" layer of mulch at the center medians along Union Landing Boulevard and at Courthouse Drive per the project plans; and

- a. That contract agreement was approved by the City Council in the amount of \$320,888; and
- b. That the adopted and approved plans and specifications have been changed in the following respects:

CCO #	CONTRACT CHANGE DESCRIPTION	AMOUNT
	Original Contract	\$ 320,888.00
1	Upgrade Irrigation Controller & Repair Main	\$ 18,556.60
Total Construction Contract Cost to City		\$ 339,444.60

- c. That the work performed has been done in accordance with such plans and specifications.
- d. That Marina Landscape, Inc., performed the work, at a total cost of **\$339,444.60**, including one Change Order.
- e. That the final retention amount of **\$16,934.98** will be released after 35 days of the project's acceptance.

Dated: _____, 2025.

MARILOU AYUPAN, P.E.
PUBLIC WORKS DIRECTOR

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

The City of Union City
And is Exempt from Fee
Per Government Code
Sections 6103 and 27383

WHEN RECORDER MAIL TO:

The City Engineer
The City of Union City
34009 Alvarado Niles Road
Union City, CA 94587

(THIS SPACE FOR RECORDER'S USE ONLY)

**NOTICE OF COMPLETION
AND NOTICE OF ACCEPTANCE**

General Contract or Assessment Proceedings

**TITLE: UNION LANDING ROADWAY ACCESS IMPROVEMENTS PROJECT, CITY
PROJECT NO. 23-15**

NOTICE IS HEREBY GIVEN that I, MARILOU AYUPAN, as Public Works Director of the City of Union City, County of Alameda, California, on the 8th day of April, 2025, did file with the Department of Public Works of said City, the Certificate of Completion of the following described work, the contract for which was heretofore awarded to Marina Landscape, Inc., of Orange, CA, and entered into on June 25, 2024, in accordance with the specifications for said work filed with said Department of Public Works and adopted by the Public Works Director of said City.

That said roadway access improvements, located at Union Landing Shopping Center in Union City, were actually accepted by the Public Works Director of the City of Union City on the 8th day of April, 2025, and that the name of the surety on the Contractor's bond for labor and materials on said contract is the Philadelphia Indemnity Insurance Company.

That the following work has been completed: Union Landing Roadway Access Improvements Project, consisting of reconstruction of the median island improvement work associated with removing trees, removing surplus soil, amending existing soils as required, installing a new irrigation system, providing and installing trees and plants, and installing a 3" layer of mulch at the center medians along Union Landing Boulevard and at Courthouse Drive per the project plans.

Dated: _____, 2025.

MARILOU AYUPAN
PUBLIC WORKS DIRECTOR

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

MARILOU AYUPAN, being first duly sworn, deposes and says:

That she is the duly appointed Public Works Director of the City of Union City, California; that she has read the foregoing Notice of Completion and Notice of Acceptance and knows the contents thereof, and that the same is true of her own knowledge except as to the matters therein stated on her own information and belief, and as to those matters that she believes it to be true.

MARILOU AYUPAN
PUBLIC WORKS DIRECTOR

Subscribed and sworn to before me
this _____ day of _____, 2025.

Notary Public in and for the City of Union City,
County of Alameda, State of California



Agenda Item

DATE: 4/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY-WIDE LANDSCAPE & LIGHTING DISTRICT NO. 3 FOR FISCAL YEAR 2025/2026

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt the attached resolution initiating proceedings for the levy and collection of assessments for the Citywide Landscape & Lighting District No. 3 (LLAD No. 3) for Fiscal Year 2025/2026.

STRATEGIC PLAN ALIGNMENT

The action is not an identified strategy in the Strategic Plan.

BACKGROUND

In accordance with the Landscape and Lighting Act of 1972 and the California Government Code, the City Council is required to conduct a public hearing process regarding the levy of annual assessments for LLAD No. 3 for the upcoming fiscal year. As part of the three-step process, the City Council must: 1) initiate proceedings and direct the preparation of the Engineer's Report; 2) hold a meeting to declare its intent to levy the assessments, accept the annual Engineer's Report, and set a date for public hearing; and, 3) conduct a public hearing and confirm and levy the assessments.

DISCUSSION

The various costs for services provided through LLAD No. 3 include those associated with street lighting and traffic signal maintenance, street landscape maintenance, street tree management, and park maintenance within the city limits.

Following the City Council's consideration and approval to initiate proceedings, the City's consultant, NBS, will prepare the annual Engineer's Report, calculate the levy amounts, and prepare the assessment roll for the Fiscal Year 2025/2026. Following the preparation of the Engineer's Report, at its meeting on May 27, 2025, the City Council will consider approving the Engineer's Report and the resolution of intent and setting a date for public hearing. The City Council will subsequently hold a public hearing, currently planned for June 24, 2025, to hear any objections and consider approving the annual assessments for LLAD No. 3 for Fiscal Year 2025/2026.

FISCAL IMPACT

There is no fiscal impact for the requested Council action to initiate the proceedings for the levy and collection of said LLAD No. 3 assessments.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution initiating proceedings for the levy and collection of assessments for the Citywide Landscape & Lighting District No. 3 (LLAD No. 3) for Fiscal Year 2025/2026.

Prepared by:

Farooq Azim, City Engineer

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

Description		Type
	Resolution	Resolution

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY- WIDE LANDSCAPE & LIGHTING DISTRICT NO. 3 FOR FISCAL YEAR 2025/2026

WHEREAS, the City Council of the City of Union City intends to renew the city-wide Landscape & Lighting District No. 3 (LLAD No. 3) to fund on-going maintenance of street lights and traffic signals, street median and landscape, street trees, and parks within the city limits of Union City; and

WHEREAS, the City Council of the City of Union City previously completed its proceedings in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15, of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the City’s Landscape & Lighting District No. 3 (the “District”); and

WHEREAS, the City has retained NBS to prepare the annual Engineer’s Report, calculate the levy, and to prepare the assessment roll for the 2025/2026 fiscal year; and

WHEREAS, the City Council of the City of Union City wishes to initiate proceedings for the levy of assessments for Fiscal Year 2025/2026 in order to provide for the necessary costs and expenses pertaining to the maintenance of the improvements within the District.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL AS FOLLOWS:

- 1. Annual Engineer’s Report:** The City Council of the City of Union City hereby orders NBS to prepare and file with the City Clerk the annual Engineer’s Report concerning the levy and collection of assessments within the District for the fiscal year commencing July 1, 2025, and ending June 30, 2026.
- 2. New Improvements or Changes to Existing Improvements:** There are no changes to existing improvements, nor are there any items added to the list of improvements previously approved at the formation or subsequent annexations to the District.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on April 8, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

APPROVED AS TO FORM:

THAI NAM N. PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney



Agenda Item

DATE: 4/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTING SERVICES AGREEMENT, IN A FORM APPROVED BY THE CITY ATTORNEY, BETWEEN THE CITY OF UNION CITY AND ICF FOR PREPARATION OF ENVIRONMENTAL CLEARANCE DOCUMENTATION FOR STATION EAST PHASES 2 and 3 PROJECT IN AN AMOUNT NOT TO EXCEED \$157,978

EXECUTIVE SUMMARY

Staff is requesting the City Council adopt the attached Resolution (Attachment 1) authorizing the City Manager to enter into a consulting services agreement with ICF for preparation of environmental clearance documents in conformance with the California Environmental Quality Act (CEQA) for the Station East Phases 2 and 3 Residential Project ("Project") in an amount not to exceed \$157,978. See Exhibit A for the CEQA scope of work, budget and schedule.

STRATEGIC PLAN ALIGNMENT

There is no alignment with the Strategic Plan.

BACKGROUND

A preliminary application has been submitted by Integral Communities for the Project consisting of 262 for-sale townhouse style condominium units on approximately 11.25 acres located between Zwissig Way, Bradford Way extension, and the UPRR Niles Subdivision rail line (APN:87-23-14-2 and 87-23-38). The Project scope of work (Exhibit A) for the required CEQA review proposes the preparation of an Addendum to the Station District Specific Plan Environmental Impact Report (EIR).

The City Council was introduced to the Project at a Study Session on February 11, 2025. The proposed project would require changes to the General Plan Land Use and Zoning designations. Currently the area is designated and zoned as *Station East Employment*, and the applicant is seeking to change the designation and zoning to *Station East Mixed Use Residential*. The proposed project would require additional amendments to other General Plan elements and zoning chapters for consistency.

DISCUSSION

ICF is a qualified firm with extensive experience preparing CEQA documentation for similar projects. ICF has prepared CEQA documentation for projects in Union City including the Station East Residential/Mixed Use Project EIR in 2020-2021 and the Station District Specific Plan EIR (2022).

ICF has estimated it will take approximately 5 months to complete the CEQA documentation. During this time, we will also be working with the applicant to finalize the project details. ICF staff may also require some additional information in order to complete their analysis, which may add some time on to the schedule.

FISCAL IMPACT

There is no impact to the General Fund. The agreement with ICF will be paid for by Integral Communities. Consistent with the City’s Master Fee Schedule, Integral Communities will also be paying the required 64 percent overhead, approximately \$101,105, associated with administration of the consultant contract and oversight of the preparation of the environmental documents by City staff.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution (Attachment 1) authorizing the City Manager to enter into a consulting services agreement, in a form approved by the City Attorney, with ICF for preparation of environmental clearance documentation for the proposed Station East Phases 2 and 3 Residential Project in an amount not to exceed \$157,978.



Prepared by:

Leslie Carmichael, Contract Planner

Submitted by:

Carmela Campbell, Economic and Community Development Director

ATTACHMENTS:

Description		Type
	Resolution, CEQA for Station East Phases 2 and 3	Resolution
	Exhibit A - Scope of Work	Exhibit

RESOLUTION NO. XXXX-25

**RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A CONSULTING SERVICES AGREEMENT,
IN A FORM APPROVED BY THE CITY ATTORNEY,
BETWEEN THE CITY OF UNION CITY AND ICF FOR
PREPARATION OF ENVIRONMENTAL CLEARANCE
DOCUMENTATION FOR THE STATION EAST PHASE 2-3
RESIDENTIAL PROJECT IN AN AMOUNT NOT TO EXCEED \$157,978**

WHEREAS, the applicant, Integral Communities, as applicant, has submitted a preliminary application (PRE-25-005) for the Station East Phases 2-3 Residential Project (Project) consisting of up to 262 dwelling units located on approximately 11.25 acres generally located between Zwissig Way, Bradford Way extension, and the UPRR Niles Subdivision rail line (APN:87-23-14-2 and 87-23-38); and

WHEREAS, staff is hiring ICF to prepare an addendum to the Station District Specific Plan Environmental Impact Report (EIR) for the Project, pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, ICF is a qualified firm with extensive experience preparing CEQA documentation for similar projects. ICF has prepared CEQA documentation for projects in Union City including the Station East Residential/Mixed Use Project EIR in 2020-2021 and the Station District Specific Plan EIR (2022); and

WHEREAS, the scope of work, labeled Exhibit A, is attached hereto and made a part hereof; and

WHEREAS, the scope of work budget is not to exceed \$157,978 and will be paid for by Integral Communities; and

WHEREAS, Integral Communities is also required to pay 64 percent of the contract amount to the City, approximately \$101,105, to cover overhead associated with administration of the consultant contract and oversight of the preparation of the environmental documents consistent with the City's Master Fee Schedule.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the City Manager to enter into a consulting services agreement, in a form approved by the City Attorney with ICF for preparation of environmental clearance documentation for the Station East Phases 2-3 Project located in the vicinity of Zwissig Way, Extension of Bradford Way, and the UPRR Niles Subdivision rail line in an amount not to exceed \$157,978.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union
City at a regular meeting held on the 8th day of April 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

APPROVED AS TO FORM:

THAI NAM PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:
Exhibit A - Scope of Work



EXHIBIT A

March 17, 2025

Leslie Carmichael

City of Union City Economic & Community Development

650.468.7890

LeslieC@UnionCity.org

CC: Carmela Campbell (CarmelaC@UnionCity.org); Derek Farmer (DerekF@UnionCity.org)

Subject: Scope of Work and Cost Estimate to Provide CEQA Services (Addendum) in Support of the Union City Station East Phase 2 and 3 Development (ver. 2)

Dear Leslie:

Thank you for meeting with us regarding changes to the Union City Station East Phase 2 and 3 Development Project (Project). At your request, we have prepared this proposal to prepare an Addendum to the Union City Station District Specific Plan EIR. ICF's detailed scope of work and schedule is included in Attachment A, and the cost estimate is included in Attachment C. We have teamed with Fehr & Peers to prepare the transportation analysis in the Addendum; Fehr & Peers' scope of work is included in Attachment B.

ICF previously led the preparation of the Station East Residential/Mixed Use Project EIR and was an integral part of the team that prepared the Union City Station District Specific Plan EIR. Based on that prior experience, ICF has assigned a team of expert staff and teamed to successfully and efficiently provide environmental services for this Project. This scope of work, schedule, and cost reflect the Project information provided via email, during our meeting, our knowledge of the Union City Station District Specific Plan EIR, and our understanding of the level of documentation required by the City for this effort. We are happy to work with your team to make adjustments as needed to meet budgetary and scheduling needs.

Our proposed team will be led by Heidi Mekkelson as Project Director, who has more than 20 years of experience in the preparation and management of environmental analysis documentation pursuant to CEQA. She will be supported by Jessica Viramontes as Project Manager, who has more than 18 years of experience as a CEQA practitioner and project manager. They will serve as a day-to-day contacts for the Project team and will coordinate major milestones to guide the Project to completion. ICF proposes to invoice monthly, on a time and materials basis. ICF's proposal is valid for 90 days from its submittal, at which time ICF reserves the right to revise the contents or extend the validity date, if needed.

We appreciate the opportunity to provide this scope of work, cost estimate, and schedule for you and look forward to working with the City on the Addendum. If you have questions about our scope of services or fee, please contact Jessica Viramontes at 415-677-7108 or

Jessica.Viramontes@icf.com. For contractual matters, please contact Patricia Toben-Cropper at Patricia.Toben-Cropper@icf.com.

Sincerely,

Patricia E. Toben-Cropper

Patricia Toben-Cropper
Sr. Manager, Contracts

Attachments

- A. Scope of Work and Schedule
- B. Fehr & Peers Scope of Work
- C. Cost Estimate



Attachment A: Scope of Work and Schedule

Project Understanding and General Approach

The Union City Station East Phase 2 and 3 Development Project (Project) includes changes to the project description that were evaluated in the Union City Station District Specific Plan EIR (hereafter referred to as the “certified EIR” or “previous EIR”). The Project would construct 262 for-sale townhome style condominiums. Similar to the original project evaluated in the certified EIR, the Project would include residential development on the approximately 11-acre site immediately south of the approved Station East development. The site is currently zoned Industrial.

This scope of work is for the preparation of an Environmental Impact Report (EIR) Addendum for the Project. Specific to the Project, the Addendum will cover the environmental analysis of:

- An increase of 99 net new dwelling units within the Station District Specific Plan Planning Area (Planning Area) compared to the original project evaluated in the certified EIR; and
- A decrease of 160,000 square feet of net new office space in the Planning Area compared to the original project evaluated in the certified EIR; and
- Adjusting the location of the Central Spine connection to BART.

The Project would require the following General Plan/zoning amendments:

- Specific Plan Map and Text amendments to redesignate the site from Station East Employment (SEE) (intended for an R&D campus) to Station East Mixed-Use Residential (SEMU-R) to accommodate the proposed 262 housing units and to adjust the Central Spine connection, which is shown going through the Phase 2 parcel.
- General Plan amendments to the Land Use Element and Housing Element and perhaps other elements are also required related to both the change in land use and the Central Spine.
- Zoning Map Amendment to change the site’s Zoning designation from Station East Employment (SEE) to Station East Mixed Use Residential (SEMU-R).
- Zoning Text Amendment to SEMU-R to reduce the average minimum density for the Zoning district from 50 units per acre to 40 units per acre.

The Project may include the following entitlements:

- Tentative Subdivision Map to facilitate block configuration and creation of condominiums;
- Development Agreement (DA) to establish any City requirements that are beyond those established in the Municipal Code, which may address Project phasing, fiscal impacts, affordable housing, or other community benefits (optional); and
- Site development review approval for building and site design, which may be deferred until after approval of the legislative amendments and Tentative Subdivision Map.

When revisions are proposed to a project after an EIR has been certified, an agency must determine whether subsequent environmental review is required, and whether an addendum or

a supplemental or subsequent EIR is the appropriate document for analyzing the potential impacts of a revised project. Per California Environmental Quality Act (CEQA) Guidelines Sections 15162(a) and 15163, a supplemental or subsequent EIR is required if:

1. Substantial changes are proposed in the project that will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken that will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
 - A. The project will have one or more significant effects not discussed in the previous EIR;
 - B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - C. Mitigation measures or alternatives previously found not to be feasible would, in fact, be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - D. Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

If none of the above conditions apply, but some changes or additions are necessary, then an addendum is the appropriate environmental document for analyzing a revised project. ICF has reviewed the information provided by the City and it is ICF's understanding that neither the Project nor any substantial changes in circumstances under which the Project is undertaken would require major revisions to the certified EIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects. In addition, it is ICF's understanding that there is no new information of substantial importance that shows the revisions to the Project would have one or more significant effects not disclosed in the certified EIR, nor would cause a more severe significant effect than disclosed in the certified EIR, and no new mitigation measures would be necessary to reduce significant impacts. Therefore, ICF's scope of work assumes that an addendum will be the appropriate level of CEQA environmental review for the proposed revisions to the Project. ICF will prepare an addendum to the certified EIR in accordance with CEQA Guidelines Sections 15168(c) and 15164.

If, during the course of preparing the Addendum, it is determined that the proposed revisions to the Project would require the preparation of a supplemental or subsequent EIR, ICF will promptly

inform the City to develop an alternative approach under an amended scope of work and budget (if requested by the City).

Scope of Work

Task 1: Kick-Off Meeting and Data Needs

Kick-off Meeting: ICF will conduct a virtual kick-off meeting with the City and project sponsor to discuss project specifics, communication protocol, and refinements to this scope of work to ensure efficient and thorough environmental review.

Data Needs Process: Following the kick-off meeting and following a review of all materials provided by the City and project sponsor, ICF will provide a data needs request that indicates any additional materials or information needed to support preparation of a brief description of the proposed revisions to the Project (Task 2) and the Addendum (Task 3). Up to three ICF staff members (e.g., a member of the ICF project management team and ICF technical specialists) will participate in up to two one-hour conference calls regarding data needs.

Assumptions:

- The data needs process will require up to two rounds of back-and-forth (i.e., ICF will submit a detailed data needs request, project sponsor will provide responses, ICF will provide follow-up questions/clarifications, project sponsor will provide responses).
- The project sponsor will promptly provide complete, consolidated responses to ICF's data needs requests and other questions.
- The City will provide input on the format and level of detail in the Addendum.

Deliverables:

- Revised scope of work, cost estimate, and detailed schedule for all tasks and deliverables (if necessary)
- Data needs request in Excel format

Task 2: Proposed Revisions to the Project

Upon receipt of the responses to the data needs request (Task 1), ICF will prepare a description of the proposed revisions to the Project. The description of the proposed revisions to the Project will be included in the addendum and will clearly call out the major differences between the Project and the original project studied in the certified EIR. The description will include the following discussions:

- Overview and Background
- Brief Description of Original Project Evaluated in the Certified EIR
- Proposed Revisions to the Project

- Description of the Project, focusing on changes to the original project
- Up to six figures
- Table(s) summarizing the Project
- Approvals and Entitlements

Assumptions

- City will provide one compiled set of comments on the draft Project Description.

Deliverables:

- Draft Project Description – electronic copy (clean word file and PDF)
- Final Project Description – electronic copy (tracked word file, clean word file, and PDF)

Task 3: Prepare Addendum

ICF will prepare an Addendum to the certified EIR that will evaluate the change in EIR impacts with the revisions to the Project, and, if applicable, changes in impacts attributable to new circumstances or information not available at the time the certified EIR was prepared. The analysis will not reevaluate impacts that were already disclosed in the certified EIR and would not be altered due to the Project change or new circumstances/information. Based on the change in impacts due to the Project change, the Addendum will demonstrate that the Project change would not result in new or additional significant effects, nor would any previously examined significant effects be substantially more severe.

The Addendum will include the following sections:

- Background
- Proposed Revisions to Project
- Analysis of Potential Environmental Effects
- Conclusions

The Addendum will include a summary of applicable mitigation measures set forth in the certified EIR and any administrative modifications made to those mitigation measures to clarify performance standards, new standard practices or requirements, and/or Project-specific details. Each topic evaluated in the Addendum will include a brief summary of the impact conclusions and mitigation measures (as applicable) for the original project followed by an analysis of impacts that would result from the Project change. ICF will examine the previously prescribed mitigation measure(s) for each topic to ensure they are applicable to the Project, and will make administrative revisions where necessary. Each analysis will conclude with a statement that the Project would not result in any new or additional significant effects not disclosed in the certified EIR, nor would any previously examined significant effects in the certified EIR be more severe.

ICF will discuss each of the CEQA environmental topics evaluated in the certified EIR, following the format of the certified EIR.

Based on ICF's initial review of the revisions to the Project, it is anticipated that the following environmental topics will be evaluated with a brief discussion or analysis in the Addendum:

- **Aesthetics:** The Project qualifies for an exemption from evaluating aesthetic impacts pursuant to California Public Resources Code section 21099(d).
- **Biological Resources:** It is anticipated that proposed vegetation and/or tree removal activities under the Project would be substantially similar to what was evaluated for the original project in the certified EIR. The Project would be required to implement the mitigation measure in the certified EIR to address impacts to special-status species.
- **Cultural and Tribal Cultural Resources:** The records search, archaeological site survey, and geoarchaeological analysis conducted for the certified EIR include the site. It is anticipated that additional site-specific research would not be required for the Project and that there would be no change or additional buildings in the study area that would have the potential to be considered eligible buildings and structures. ICF will evaluate the impacts of the Project on the CEQA historical resources identified in the certified EIR, including indirect effects. The study area for built-environment resources for the Addendum will be limited to the site. Potential vibration effects will be assessed as described below under Noise and Vibration. Tribal notification is not required for an addendum pursuant to Assembly Bill 52 (Public Resources Code section 21080.3.1(d)). The Project would be required to implement the mitigation measures in the certified EIR to address impacts to historic resources, archaeological resources, and tribal cultural resources.
- **Energy:** The Project would comply with Title 24 requirements and the City's Green Building Code, and would not use energy resources in a wasteful, inefficient, or unnecessary manner.
- **Geology, Soils, and Seismicity:** Geology, soils, and seismicity impacts are largely determined by a site's inherent conditions and sensitivity, which have not changed since certification of the EIR. The Project would be required to implement the mitigation measures in the certified EIR to address impacts to paleontological resources.
- **Hazards and Hazardous Materials:** According to the 2024 Phase I Environmental Site Assessment prepared for the site, the site was identified as an "open-inactive" case on the Water Board's cleanup program site (CPS) database.¹ On July 21, 2023, Alameda Department of Environmental Health received a Service Request Application for Preliminary Site Review from Integral Communities to provide environmental regulatory oversight for the proposed development at the site. On August 9, 2023, the Department of Toxic Substances Control notified the Alameda Department of Environmental Health that they will assume oversight of the case to maintain consistency in oversight across the proposed development, as an

¹ Cornerstone Earth Group. 2024. *Phase I Environmental Site Assessment: Station East Phase II Development, Zwissig Way Parcels (APN 87-23-14-2 and 87-23-38), Union City, California*. February 7.

adjacent case (i.e., the northwesterly approved Station East development) is also being overseen by the Department of Toxic Substances Control. ICF will evaluate whether the proposed uses under the Project would require the routine transport, use, or disposal of hazardous materials beyond those evaluated for the original project in the certified EIR. The Project would be required to implement the mitigation measure in the certified EIR to address impacts related to the release of contaminated media.

- **Hydrology and Water Quality:** ICF will determine the amount of permeable surface area provided by the revised Project as compared to what was evaluated in the certified EIR, and whether any additional analysis is appropriate. The Project would be required to comply with the National Pollution Discharge Elimination System (NPDES) General Permit for Construction Activities.
- **Land Use:** The Project would redesignate site usage from Station East Employment (SEE) land use to Station East Mixed-Use Residential (SEMU-R) to accommodate the proposed 262 housing units. It is anticipated that the Project substantially complies with applicable land use plans, policies, and regulations. The Project would not divide an established community for the reasons stated in the certified EIR.
- **Agricultural Resources:** There are no agricultural resources in or near the site.
- **Forestry Resources:** There are no forest lands in or near the site.
- **Mineral Resources:** There are no mineral resources on the site.
- **Wildfire:** There are no State responsibility areas or lands classified as Very High Fire Hazard Severity Zones on or near the site.

It is anticipated that the following environmental topics will be evaluated in more detail in the Addendum, primarily due to the increase in proposed residential density:

Air Quality

ICF will evaluate the potential air quality impacts of Project construction and operation compared to the impacts of the original Project disclosed in the certified EIR. The analysis will be presented in an Addendum with supplementary materials included in an appendix; no standalone technical report will be prepared.

Short-term construction: In accordance with Mitigation Measure M-AQ-1, Project-Level Air Quality Analysis for Construction, from the certified EIR, all proposed development in the Planning Area must be compared to the BAAQMD's construction-specific screening sizes that are current at the time of the subsequent development analysis. Projects below the screening sizes do not need to be evaluated quantitatively, while projects above the screening sizes are required to provide an evaluation of a project's construction emissions and compare the emissions to the BAAQMD thresholds of significance for construction emissions. The Project would include 262 townhomes, and the applicable screening size category from the BAAQMD's CEQA guidelines is 'Condo/Townhouse'. The BAAQMD's 2017 CEQA guidelines, which were the contemporaneous guidelines at the time the certified EIR was prepared, were superseded when

the BAAQMD released updated CEQA Guidelines in 2022. In the BAAQMD's 2022 CEQA guidelines, the construction screening size for the 'Condo-Townhouse' is 416 units. The number of units associated with the Project (i.e., 262) is below the construction screening size in the current BAAQMD CEQA guidelines, and, per Mitigation Measure M-AQ-1, no quantitative analysis of the Project's construction emissions is required. However, as discussed below, it is necessary for the Project's health risks to be evaluated quantitatively with a Health Risk Assessment (HRA), in accordance with Mitigation Measure M-AQ-10. Because the construction emissions are a necessary input to the HRA, ICF will quantify short-term emissions from Project construction using data from the project sponsor and the California Emissions Estimator Model (CalEEMod).

The Project would involve the use of off-road construction equipment and on-road vehicles, which would generate exhaust emissions. In addition, clearing/demolition and earthmoving activities would generate fugitive dust emissions in the form of PM10 and PM2.5, and evaporate emissions of ROG would be released by paving and architectural coating activities. Emissions from these sources will be quantified in CalEEMod.

Long-term operation: In accordance with Mitigation Measure M-AQ-8, Project-Level Air Quality Analysis for Operations, from the certified EIR, all proposed development in the Planning area must be compared to the BAAQMD's operational-specific screening sizes. The operational screening size for Condo-Townhouse from BAAQMD's 2022 CEQA guidelines is 637 units. Thus, the number of units associated with the Project (i.e., 262) is well below the operational screening size in the current BAAQMD CEQA guidelines, and, per Mitigation Measure M-AQ-8, no quantitative analysis of the Project's operational emissions is required. If it is subsequently determined that quantitative modeling of operational emissions is needed, such as for inputs for the HRA, a scope and budget amendment would be necessary.

Receptor exposure to health risks from criteria pollutants: In response to the California Supreme Court decision in *Sierra Club v. County of Fresno*, ICF will qualitatively describe health risks associated with exposure to the types of criteria pollutant emissions expected with the Project at the same level of detail that is used for the certified EIR. No Project-specific photochemical modeling will be performed.

Receptor exposure to health risks from toxic air contaminants (TACs): In accordance with Mitigation Measure M-AQ-10, Require Future Projects Located within 1,000 Feet of Receptors to Perform a Health Risk Assessment, from the certified EIR, all proposed development in the Planning Area within 1,000 feet of existing sensitive receptors must prepare a site-specific HRA. Because there are many existing sensitive receptors within 1,000 feet of the site, this scope of work includes preparation of an HRA for the Project. The HRA will be conducted using the United States Environmental Protection Agency's AERMOD dispersion model. The HRA will be consistent with methodologies and procedures recommended by the Office of Environmental Health Hazard Assessment, California Air Resources Board, and BAAQMD. The HRA will evaluate potential cancer and non-cancer health hazards to existing receptors within 1,000 feet of the

project boundary from exposure to construction generated DPM and PM2.5. Modeled health risks at receptor locations will be compared to thresholds recommended by the BAAQMD. Additional mitigation measures from the certified EIR may be necessary if the Project results in health risks that exceed the BAAQMD's thresholds. The potential for asbestos from demolition of existing structures will be qualitatively assessed based on compliance with BAAQMD's asbestos rules.

Although Mitigation Measure M-AQ-10 does not apply only to construction or only to operations, this scope of work assumes that the HRA for the Project will only include construction sources because ICF assumes the Project would not involve appreciable sources of DPM during operations (e.g., emergency generators, other stationary engines, or substantial diesel vehicle usage).

Receptor exposure to odors: ICF will qualitatively describe the potential for new odors associated with construction and operation of the Project at the same level of detail that is used in the certified EIR.

Assumptions

- Short-term construction emissions will be evaluated quantitatively, because the emissions are inputs for the HRA, which is required per Mitigation Measure M-AQ-10 in the certified EIR.
- Operational emissions will not be quantified, because emissions are below the screening size from BAAQMD's CEQA guidelines. If it is determined that operational sources of emissions must be included in the HRA, quantification of operational emissions and thus a scope and budget amendment would be necessary.

Population and Housing

The Project would include the construction of an increase of 99 net new dwelling units within the Planning Area and a decrease of 160,000 square feet of net new office space compared to the original project evaluated in the certified EIR. ICF will evaluate whether the additional residential density would result in new significant impacts to population and housing compared to what was evaluated in the certified EIR.

Greenhouse Gas Emissions

In the certified EIR, short-term construction GHG emissions are discussed qualitatively, and no modeling was conducted. Consistent with that level of detail, ICF will evaluate Project construction activities qualitatively and evaluate whether the Project would result in substantially more severe impacts than those presented in the certified EIR. The qualitative discussion will note that the Project would involve the use of off-road construction equipment and on-road vehicles, which would generate exhaust emissions.

For operational GHG emissions, ICF will use the same qualitative analytical approach from the certified EIR to determine if the Project would result in substantially more severe impacts but will not conduct quantitative modeling for Project operations. If it is subsequently determined that quantitative modeling of operational emissions is needed, a scope and budget amendment would be necessary. The Project's change in emissions relative to the original project evaluated in the certified EIR will be qualitative based on the overall change in land uses for the Project.

Assumptions

- No modeling will be conducted for Project construction or operations.

Noise and Vibration

ICF will evaluate the potential noise and vibration impacts of Project construction and operation compared to the impacts of the original Project disclosed in the certified EIR. The analysis will be presented in an Addendum with supplementary materials included in an appendix; no standalone technical report will be prepared.

ICF will address the following key noise issues in the noise and vibration analysis:

- Exposure of existing noise-sensitive land uses to noise and vibration associated with project demolition and construction activities.
- Exposure of existing sensitive receptors to project-related increases in traffic noise (noting a qualitative evaluation is assumed, per the additional details provided below).
- Exposure of existing sensitive receptors to noise increases resulting from project-related stationary sources, such noise from fixed mechanical equipment.

In the setting section, ICF will summarize and incorporate by reference any pertinent information from the certified EIR. Existing sources of noise in the Project area will be identified, along with existing noise-sensitive land uses in the Project area, based on the setting section of the certified EIR, current aerial imagery of the project site, and other publicly available documents, as appropriate. Baseline noise in the vicinity of site will be characterized based on noise monitoring conducted in February 2020 for the certified EIR, as these measurements were conducted in the vicinity of sensitive uses near the site. In the impact section, CEQA significance thresholds will be established based on applicable local noise standards and based on the thresholds used in the certified EIR, as appropriate.

The noise and vibration analysis will evaluate the potential for noise and vibration impacts to occur as a result of Project construction using the example equipment noise levels from the certified EIR, a list of project-specific construction equipment for the Project (to be provided by the project sponsor), and methodologies and criteria employed in the certified EIR. It is assumed that construction activities would be limited to the daytime hours defined in the City (i.e., weekdays from 8:00 a.m. to 8:00 p.m., Saturdays from 9:00 a.m. to 8:00 p.m., and Sundays

and holidays from 10:00 a.m. to 6:00 p.m.), consistent with General Plan Policy S-8.8. It is also assumed that development of the Project would be consistent with other relevant policies from the City General Plan, such as Policies S-8.9 and S-8.10, which include standard construction noise and vibration control measures. Potential construction-related noise and vibration impacts will be presented such that a comparison to the noise and vibration impacts disclosed in the certified EIR is feasible.

Noise generated by operations will also be evaluated using methodologies and criteria employed in the certified EIR, which assumed that development would comply with required noise ordinance limits and relevant General Plan Policies. Potential traffic noise impacts will be assessed qualitatively based on traffic data to be provided by the project traffic engineer (including either average annual daily traffic [ADT] volumes and/or a percent increase in ADT over the approved project, and heavy truck percentages for each roadway segment to be evaluated), and based on a comparison to estimated traffic volumes associated with the original project. ICF will evaluate if any roadway segments would experience a doubling of traffic volumes as a result of the Project, resulting in a potential 3-dB, or barely perceptible, increase in traffic noise. Traffic noise will be evaluated along up to 5 roadway segments.

Should exceedances of thresholds be predicted, mitigation measures from the certified EIR will be applied. It is assumed that mitigation measures from the certified EIR would be sufficient to reduce any identified impacts to less than significant levels, or such that no new or more severe project-specific impacts are identified than were the previously disclosed impact for that topic in the certified EIR. Should the mitigation measures from the certified EIR not be sufficient to reduce impacts to less-than-significant levels, these mitigation measures may be revised to be more project-specific, or new mitigation measures may be identified to reduce impacts to less than significant levels, as feasible.

Assumptions

- Traffic data (including average annual daily traffic [ADT] volumes, posted speeds, and heavy truck percentages for each roadway segment to be evaluated) will be provided by Fehr & Peers.
- Construction equipment lists and a construction schedule will be provided by the project sponsor to enable construction noise and vibration modeling.
- Operational equipment data and input assumptions (e.g., numbers and types of equipment proposed for installation) will be provided by the project sponsor to enable operational equipment noise modeling.
- Detailed 3-dimensional noise modeling (i.e., SoundPLAN software) will not be used to analyze construction or operational noise impacts.
- New noise and vibration mitigation, if required, will be described as appropriate for environmental review and not at a design level of detail.
- No new noise monitoring is proposed.

Public Services and Recreation

The Project would include the construction of an increase of 99 net new dwelling units within the Planning Area and a decrease of 160,000 square feet of net new office space compared to the original project evaluated in the certified EIR. This would change the demand for public services generated by Project residents. The Addendum will evaluate whether the changed demand would result in new or substantially more severe significant impacts to public services.

Transportation

Fehr & Peers will prepare the Transportation analysis for the Addendum. Fehr & Peers' scope of work is included in Attachment B.

Utilities and Service Systems

The Project would include the construction of an increase of 99 net new dwelling units within the Planning Area and a decrease of 160,000 square feet of net new office space compared to the original project evaluated in the certified EIR. This would change the demand for utilities and service systems generated by Project residents. Because the Project would not include at least 500 dwelling units, it is assumed that a Water Supply Assessment (WSA) will not be required pursuant to CEQA Guidelines section 15155. The Addendum will evaluate whether the changed demand would result in new or substantially more severe significant impacts to utilities and service systems.

Screencheck Draft Addendum: ICF will revise the Administrative Draft Addendum based on comments provided by the City team and submit the Screencheck Draft Addendum for the City review and approval prior to public circulation. The City will provide final written comments, if necessary, on the Screencheck Draft Addendum. This scope assumes that any comments will be minor and will not result in additional/new analyses or substantial revisions.

Final Addendum: ICF will incorporate all comments on the Screencheck Draft Addendum and prepare the Final Addendum. ICF assumes that the City will post the Final Addendum on the City's website. ICF will also submit the administrative record, assembling all documents and correspondence referenced in the Addendum.

Deliverables

- Administrative Draft Addendum – electronic copy (word files and PDF)
- Screencheck Draft Addendum – electronic copy (track word file, clean word file, and PDF)
- Final Addendum – electronic copy (tracked word file, clean word file, and web-ready PDF)
- Final Addendum – hard copy (up to three hard copies for distribution to the City [if requested])

Assumptions

- City will provide one compiled set of comments on each draft of the Addendum.
- The Project would not result in any new or substantially more severe significant impacts relative to what was disclosed in the certified EIR.
- Responses to City comments on the Addendum will not require new analysis or revisions to quantitative modeling.
- Electronic versions of the administrative record will be provided at the same time as submittal of the Final Addendum.

Task 4: Assist with Approval Documents

If desired, ICF will prepare and file the Notice of Determination (NOD).

It is assumed that the Addendum will not include any revisions to the mitigation measures in the certified EIR. If revisions are made to the mitigation measures in the certified EIR, ICF will prepare a draft and final Mitigation Monitoring and Reporting Program (MMRP) and a scope and budget amendment would be necessary. The draft MMRP would be submitted with the Screencheck Draft Addendum and the final MMRP would be submitted with the Final Addendum.

Deliverables

- NOD - electronic copy (PDF)

Assumptions

- State Clearinghouse submittal of the Addendum is not required.
- City will pay any applicable filing fees.

Task 5: Project Management

ICF will manage the overall CEQA review effort while maintaining regular, close communication between the City, project sponsor, and other stakeholders. The ICF project management team will be responsible for Project coordination activities and maintaining the Project schedule and budget. This task is intended to ensure that the CEQA review will be completed on time and within budget and that all work products are of the highest quality.

We assume no attendance at in-person meetings and we assume up to two ICF staff members will participate in up to ten conference calls or check-ins as part of this task. All other formal

meetings assumed in this scope of work are included in Task 1. The ICF team can attend and participate in any additional meetings (i.e., any meetings not included in this task or Task 1) on an as-needed basis with a scope and budget amendment.

Task 6: Public Meetings (OPTIONAL)

If requested by the City, up to two ICF staff members and one Fehr & Peers staff member will attend up to two in-person public meetings. ICF and Fehr & Peers will be available to answer questions regarding the content of the Addendum and the CEQA process. If requested by the City, the ICF team will work with the City to prepare for the meetings, including creation of a PowerPoint presentation for each meeting. This task does not assume ICF will provide meeting transcript/minutes.

Schedule

We understand that the City would like the Project to be ready for approval prior to the end of 2025. This preliminary schedule reaches that goal with some buffer time.

Task	Duration	Estimated Timing
ICF receives a notice to proceed or is under contract	1 day	Early April 2025
Kick-Off Meeting	1 day	Mid-April 2025
Data Needs Process	3 weeks	Late April 2025
ICF prepares and City reviews Proposed Revisions to the Project	3 weeks	Mid-May 2025
ICF prepares and City reviews Administrative Draft Addendum	10 weeks	Late July 2025
ICF prepares and City reviews Screencheck Draft Addendum	3 weeks	Mid-August 2025
ICF prepares and City Reviews Final Addendum	2 weeks	Late August 2025
ICF assists with Approval Documents	2 days	Early September 2025

This preliminary schedule is based on the following assumptions:

- ICF has received a notice to proceed on this scope of work or an executed contract from the City by April 8, 2025.
- The description of the Project will not substantially change during the preparation of the Addendum.
- A data request will be submitted to the City after the kick-off meeting – data must be available in a timely fashion for timeframes to be met.
- All open-ended or conflicting reviewer comments will be resolved by the City prior to providing comments to ICF.
- The City comments on deliverables will focus on ensuring the document is legally defensible, and wordsmithing revisions will be avoided.



Attachment B: Fehr & Peers Scope of Work

March 13, 2025

Jessica Viramontes
Principal
ICF
201 Mission Street, Suite 1500
San Francisco, CA 94105
Jessica.Viramontes@icf.com

Subject: Union City Station East Project, Phases 2 and 3 CEQA Transportation Assessment

Dear Jessica:

Thank you for inviting Fehr & Peers to submit this proposal to provide transportation planning services in support of the CEQA document for the proposed Phases 2 and 3 of the Station East Project (referred to as the Project in this proposal) in Union City. The Project would consist of approximately 336 residential units in the Station East Subarea of the Station District Specific Plan (SDSP) area.

It is our understanding that the Project is generally consistent with the SDSP, and circumstances have not changed since the preparation of the SDSP EIR in 2022, and therefore an Addendum would be prepared for the Project. This proposal assumes that Fehr & Peers will complete the analysis and prepare the transportation section of the Addendum for the Project. To the extent feasible, Fehr & Peers will rely on data collected and analysis completed for recent environmental documents in the area, including the Station East EIR (2021) and the SDSP EIR (2022).

Our proposed scope of work, budget, and schedule are described below.

SCOPE OF WORK

Fehr & Peers will complete the following tasks:

Task 1 – Project Initiation

Fehr & Peers will prepare for and attend a meeting (or a conference call) with City staff and the Project team to review and confirm this scope of work and the following:

- Project description and site plan
- Availability of recent traffic volume data in the Project vicinity
- List of approved and pending land use and transportation improvement projects in the Project vicinity

Task 2 – Trip Generation

Fehr & Peers will estimate the weekday daily and AM and PM peak hour trip generation for the Project using the trip generation model developed for the SDSP EIR, updated to reflect the data and methodology in the latest version of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*. We will account for the approved and pending developments in the Specific Plan area to determine if the Project combined with the approved and pending developments would generate more trips than the certified SDSP EIR.

Task 3 – VMT Assessment

Fehr & Peers will use the latest publicly available version of the Alameda CTC Travel Demand Model to quantify the household VMT per capita for the Project. Note that the SDSP EIR identified a significant-and-unavoidable impact on VMT due to the retail/commercial land uses of the Specific Plan project. Since the residential land uses of the Specific Plan project resulted in a less-than-significant VMT impact, we expect that the Project would also have a less-than-significant impact on VMT. We will also apply OPR's screening criteria for VMT to the Project and will determine if the Project would meet any of the VMT screening criteria.

Task 4 – Traffic Counts and Volume Forecasts (for Air Quality and Noise Analyses)

Fehr & Peers will develop daily traffic volume forecasts for the following 7 roadway segments that were also evaluated in SDSP EIR:

1. Decoto Road between Mission Boulevard and 11th Street
2. Decoto Road between 11th Street and Alvarado-Niles Road
3. Alvarado-Niles Road between H Street and Decoto Road
4. Alvarado-Niles Road between Decoto Road and Union Square
5. 7th Street south of Decoto Road
6. 11th Street south of Decoto Road
7. Bradford Way east of 7th Street

We will develop traffic volumes for these roadway segments under the following scenarios, consistent with the SDSP EIR:

- Existing Conditions – Based on new traffic data collected in 2025. We can adjust this scope of work and associated budget if recent (last 3 years) traffic data at the study locations are available or if the list of study locations changes.

- Existing Plus Project Conditions – Based on the addition of Project generated trips as estimated in Task 2 to the Existing Conditions volumes using the methodology developed for the SDSP EIR.
- 2050 No Project – Based on the results of the latest version of the Alameda CTC Model. We will check the model land use database and roadway network in the Project vicinity to ensure consistency with the SDSP.
- 2050 Plus Project – Based on the addition of Project generated trips as estimated in Task 2 to the 2050 No Project Conditions volumes using the methodology developed for the SDSP EIR.

Task 5 – Site Plan Review

Fehr & Peers will review the Project site plan to evaluate safety for motorists, bicyclists, pedestrians in the context of the site access and circulation and consistency with the SDSP and SDSP EIR. Specifically, Fehr & Peers will review the site plan in terms of:

- Site access for trucks, automobiles, emergency vehicles, bicyclists, and pedestrians, including access to nearest bus stops and the Union City BART Station
- Pedestrian facilities, such as crosswalk treatments, sidewalk widths and ADA considerations within the Project area and connecting to the adjacent streets
- Sight distance for pedestrians and automobiles throughout the site and at the project intersections
- Streets connecting the project site to the nearest bicycle facilities and consistency with the 2021 *Union City Bicycle & Pedestrian Master Plan*
- Location, type, and amount of bicycle parking
- Adequacy of parking supply compared to Specific Plan and City Code requirements

Task 6 – Signal Warrant Analysis

Based on the segment level traffic volume counts and forecasts developed in Task 4, Fehr & Peers will determine if the following 2 intersections would satisfy the applicable signal warrants in the latest version of the *California Manual on Uniform Traffic Control Devices* (MUTCD):

1. 7th Street/Bradford Way
2. 8th Street/Bradford Way

Task 7 – Administrative Draft Addendum

Fehr & Peers will use the result of the above tasks to prepare the Transportation section of the Addendum, which will primarily focus on showing the consistency of the Project with the following four CEQA Guidelines Appendix G questions:

1. Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.
2. Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b).
3. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).
4. Result in inadequate emergency access.

Task 8 – Screencheck Addendum

Fehr & Peers will respond to 2 rounds of review (consolidated comments) and will make editorial revisions based on the comments received, to produce the screencheck Transportation section. Our fee estimate includes 16 staff hours. Responding to comments requiring additional technical analysis or requiring more than 16 staff hours will be conducted as an additional service.

Task 9 – Team Meetings

We anticipate preparing for and attending 4 meetings (or virtual calls) with the Project team and City staff. We will be available to attend additional meetings on a time-and-materials basis.

Task 10 – Public Meetings (Optional)

If requested, we will prepare for and attend up to 2 in-person public meetings.

BUDGET

We will complete the tasks in this scope of work on a time-and-materials basis not to exceed \$40,750 without the optional task and \$44,350 with the optional task. The table below presents our estimated budget by task.

Tasks	Person Hours				Other Direct Costs	Total
	Project Manager	Senior Engineer	Project Engineer	Support/ Graphics		
	\$325	\$240	\$185	\$175		
Task 1 - Project Initiation	2	0	4	1	\$ 80	\$ 1,645
Task 2 - Trip Generation	2	2	8	1	\$ 140	\$ 2,925
Task 3 - VMT Assessment	2	8	10	3	\$ 250	\$ 5,195
Task 4 - Traffic Counts and Volume Forecasting	6	6	12	4	\$ 3,470	\$ 9,780
Task 5 - Site Plan Review	2	2	10	2	\$ 170	\$ 3,500
Task 6 - Signal Warrant Analysis	2	4	2	1	\$ 110	\$ 2,265
Task 7 - Admin Draft Addendum	6	2	18	6	\$ 340	\$ 7,150
Task 8 - Screencheck Addendum	4	4	6	2	\$ 190	\$ 3,910
Task 9 - Team Meetings	8	2	4	2	\$ 210	\$ 4,380
Task 10 - Public Meetings (2)	8	0	2	2	\$ 280	\$ 3,600
TOTAL (Main Tasks)	34	30	74	22	\$ 4,960	\$ 40,750
TOTAL (With Optional Task)	42	30	76	24	\$ 5,240	\$ 44,350

SCHEDULE

We propose the following schedule:

- Submit trip generation, VMT results, and traffic volumes (Tasks 2, 3, and 4) within 6 to 8 weeks of receiving authorization, the Task 1 data, and completing the Task 4 data collection
- Submit the administrative draft Transportation Addendum section within 4 weeks after submitting the trip generation, VMT results, and traffic volumes
- Submit the subsequent draft Transportation Addendum sections within 2 to 3 weeks of receiving City comments.

Please contact Sam (stabibnia@fehrandpeers.com or 510-835-1943) if you have questions or would like additional information regarding our proposal.

We look forward to working with you on this project.

Sincerely,

FEHR & PEERS



Jessica Viramontes
March 13, 2025
Page 6 of 6

FEHR  PEERS

Sam Tabibnia, P.E.
Senior Associate

P25-1442



Attachment C: Cost Estimate

ICF's cost estimate to prepare the Addendum is provided on the following page. The table below provides a breakdown of the cost to prepare the Addendum itself (i.e., Task 3) by environmental topic.

Environmental Topic	Cost
Aesthetics	\$1,000
Biological Resources	\$2,000
Cultural and Tribal Cultural Resources	\$7,500
Energy	\$1,300
Geology, Soils, and Seismicity	\$1,000
Hazards and Hazardous Materials	\$2,500
Hydrology and Water Quality	\$2,000
Land Use	\$2,000
Agricultural Resources, Forestry Resources, Mineral Resources, Wildfire	\$1,000
Air Quality & Greenhouse Gas Emissions	\$21,000
Population and Housing	\$5,800
Noise and Vibration	\$8,800
Public Services and Recreation	\$5,000
Transportation (includes ICF's mark-up)	\$42,788
Utilities and Service Systems	\$6,989
Task 3 (Prepare Addendum) Total	\$110,677

Employee Name	Consulting Staff															Subcontractors			Direct Costs	Total Price				
	Mekkelson Heidi Project Director	Viramontes Jessica Project Manager	Baker Sara Deputy PM / Generalist	Foley Elizabeth Noise	Mansoor Jacqueline Air Quality / GHG	Matsui Cory Air Quality / GHG	Trageser Darrin Air Quality / GHG	Atteberry Devan	Britton Lindsley	Caulder Shelby	Cruess Christine	Felicetti Nicole	Conley John	Mathias John Editor / Pub Spec	Fehr & Peers									
	Proj Dir	Mng Consult	Consultant II	Sr Consult III	Assoc Consult II	Sr Consult III	Sr Consult III	Consultant I	Sr Consult II	Env Tech I	Sr Consult III	Assoc Consult I	Consultant II	Assoc Consult II	Transportation		Sub Mark-up: 5%							
Task																Subtotal			Labor Total					
Task 1: Kick-Off Meeting and Data Needs	3.0	6.0	12.0	4.0	4.0	2.0	1.0			1.0		1.0		4.0	\$6,388.85		\$0	\$0	\$6,388.85		\$6,388.85			
Task 2: Proposed Revisions to the Project	2.0	10.0	22.0										8.0	4.0	\$5,180.03		\$0	\$0	\$5,180.03		\$8,180.03			
Task 3: Prepare Addendum (Admin Draft, Screencheck Draft, Final)	20.0	40.0	70.0	38.0	58.0	12.0	47.0	25.0	7.0	20.0	7.0	20.0	2.0	20.0	\$40,750.00		\$0	\$0	\$40,750.00		\$110,676.76			
Task 4: Assist with Approval Documents		1.0	3.0												\$708.07		\$0	\$0	\$708.07		\$708.07			
Task 5: Project Management	10.0	20.0	8.0												\$5,706.23		\$0	\$0	\$5,706.23		\$8,706.23			
Task 6: Public Meetings (OPTIONAL)	8.0	8.0	4.0												\$4,813.80	\$3,600	\$3,600	\$180	\$8,593.80		\$8,593.80			
Total hours	528.0	43.0	85.0	119.0	42.0	62.0	14.0	48.0	25.0	7.0	21.0	7.0	21.0	10.0	24.0									
Billing Rates		\$300.30	\$220.10	\$162.66	\$208.88	\$142.14	\$196.20	\$194.37	\$150.54	\$178.84	\$102.83	\$204.45	\$121.83	\$155.71	\$138.57									
Subtotal		\$12,912.77	\$18,708.50	\$19,356.18	\$8,772.88	\$8,812.37	\$2,746.79	\$9,329.76	\$3,763.40	\$1,251.87	\$2,159.37	\$1,431.12	\$2,558.43	\$1,557.13	\$3,325.68	\$96,686.24	\$44,350	\$44,350	\$2,217.50	\$143,253.74				
Other Direct Costs																								
523.02 Reproductions																								\$125.00
523.03 Equipment Rental																								\$20.00
523.05 Travel, Auto, incl'd. Mileage at current IRS rate (.70/mile) (\$50 for NOD filing)																								\$50.00
523.05 Travel, Auto, incl'd. Mileage at current IRS rate (.70/mile)(\$150 for optional Task 6)																								\$150.00
Mark-up on Direct Expenses : 5%																								\$17.25
Direct expense subtotal																								\$362.25
Total price with Optional Task																								\$143,615.99
Contingency 10%																								\$14,361.60
Total price with Optional Task																								\$157,977.59
Total price without Optional Task																								\$134,864.69
Contingency 10%																								\$13,486.47
Total price without Optional Task																								\$148,351.16



Agenda Item

DATE: 4/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION APPROVING THE PURCHASE OF VIRTUAL MACHINE INFRASTRUCTURE, HYPERVISOR SOFTWARE, AND PROFESSIONAL SERVICES THROUGH SIDEPATH, FOR A NOT-TO-EXCEED CONTRACT AMOUNT OF \$316,689.23, AMENDING THE FISCAL YEAR 2024-2025 GENERAL FUND BUDGET IN THE AMOUNT OF \$316,689.23, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a resolution approving the purchase of a new virtual machine infrastructure with servers, storage, highspeed networking, and VMware hypervisor software with the Dell Technologies reseller, Sidepath, for a not-to-exceed contract amount of \$316,689.23. The purchase will include Professional Services for the hardware installation, configuration, and training.

This project was identified in the Capital Improvement Plan for implementation this fiscal year.

STRATEGIC PLAN ALIGNMENT

This agreement supports Goal D.: Create a healthy, sustainable community and maintain and improve the City's infrastructure.

Strategy 14: Enable a robust cyber security and information technology disaster recovery plan.

BACKGROUND

In 2019, the City purchased the current server cluster and data storage appliance. The equipment has served as the principal server cluster hosting all on-premises applications and infrastructure services. The servers are now over five years of age and showing capacity issues to maintain current services.

At the September 22, 2022 City Council meeting, staff presented the City's Five-Year Technology Roadmap which showcased the City's goal of providing adequate infrastructure to house, maintain, and connect the City's IT services.

DISCUSSION

Staff conducted a thorough evaluation of available technological solutions to ensure the best fit for the City's server, storage, and virtual machine hosting requirements. City staff worked with existing reseller partners and Sidepath, a certified Dell partner, to evaluate the current compute and data storage. The vendors provided a detailed analysis and recommendations.

The evaluation process included:

- Compute and data storage: a comprehensive assessment was performed of the City's current server hardware, virtual machine specifications, and future needs.

- Hypervisor Evaluation: An assessment was done of VMware, Nutanix, and Microsoft Hypervisor. Each of the Hypervisor solutions could provide a basic virtual machine platform, however the solutions varied in management, security and disaster recover capabilities.

The proposed solutions were evaluated based on several factors including cost, growth potential, deployment assistance, and compliance with the Department of Justice requirements for public safety applications. The options reviewed by staff:

OPTION	PROPOSAL VENDOR	TECHNOLOGY/HYPERVISOR	TERM	COST
1	Sidepath Dell Technologies	Dell Power Edge+Power Store / VMware Licensing, Services	5 Years	\$316,689.23
2	Portola Nutanix	Nutanix / Nutanix Licensing, Services	5 Years	\$403,675.75
3	Sidepath Dell Technologies	Dell VxRail / VMware Licensing, Services	5 Years	\$565,393.76

After careful evaluation, staff recommends option #1, the Dell PowerEdge + Power Store with VMware Licensing. The option provides technological enhancements over the City’s existing solutions, allows for future growth, provides improved security resilience, and new disaster recovery capabilities.

FISCAL IMPACT

While this server upgrade was included in the FY 2024-2025 CIP budget (see Attachment 1), the funding was inadvertently not included in the budget appropriation. Therefore, if the City Council approves this purchase, the General Fund budget will need to be amended by appropriating \$316,689.23 from the unassigned General Fund balance to the Information Technology Department’s FY 2024-2025 Adopted Budget.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the purchase of virtual machine infrastructure, hypervisor software, and professional services through Sidepath, for a not-to-exceed contract amount of \$316,689.23, amending the Fiscal Year 2024-2025 General Fund Budget in the amount of \$316,689.23, and authorizing the City Manager to execute the agreement.

Prepared by:

Mario J. Vallejo, Information Technology Director

Submitted by:

Mario J. Vallejo, Information Technology Director

ATTACHMENTS:

	Description	Type
❏	Attachment 1 - Biennial Budget FY 2023/24 - FY 2024/25	Attachment
❏	Resolution ITS Virtual Machine Infrastructure	Resolution
❏	Exhibit A - Sidepath Quote	Exhibit

GENERAL FUND CAPITAL IMPROVEMENT PROJECTS (1110-3199)

	Project No.	Projection * 2022/2023	2023/2024	2024/2025	Projection 2025/2026	2026/2027	2027/2028	5 Year Total
Revenues and Sources of Funds:								
FY 2021-2022 - 50% of revenues in excess of expenditures		2,700,000	-	-	-	-	-	-
Total Revenues		2,700,000	-	-	-	-	-	-
Expenditures and Uses of Funds:								
Salaries & Benefits		-	-	-	-	-	-	-
Supplies & Materials		-	-	-	-	-	-	-
Outside Services		-	-	-	-	-	-	-
Ref. Capital Outlay								
Remote Site Encryption	21004	100,000	-	-	-	-	-	-
Intersection Cameras	21004	260,000	-	-	-	-	-	-
ProPhoenix CAD & RMS Project	82011	929,296	-	-	-	-	-	-
Fire Station 31 & 32 Plymovent Exhaust Removal System	92312	93,300	-	-	-	-	-	-
Axon Integrated Transparency Solution	82012	264,000	264,000	264,000	264,000	-	-	792,000
Union City Data Center Cooling Unit Replacement	81000	-	-	95,000	-	-	-	95,000
Union City Server & Data Storage Replacement	81000	-	-	240,000	-	-	-	240,000
Peregrine Technologies Software	82013	-	44,950	44,950	44,950	44,950	44,950	224,750
Sergeant Office Remodel	82014	-	23,000	-	-	-	-	23,000
Ref. Capital Improvement Projects								
Library Roof & Interior Repairs	92221	119,851	-	-	-	-	-	-
Historical Museum Repairs	92228	10,886	98,190	-	-	-	-	98,190
CH Emergency Generator/T Switch Retrofit	92229	11,617	124,727	-	-	-	-	124,727
Atrium/Garden Repairs	92230	-	165,126	-	-	-	-	165,126
CH Workstation Modernizations	92231	35,351	129,775	-	-	-	-	129,775
Fire Station 31 & 32 Plymovent Exhaust Removal System	92312	47,700	-	-	-	-	-	-
City Hall Server Room Secondary Battery Backup	92313	-	75,000	-	-	-	-	75,000
PD Men's Shower Stall Repairs	92323	60,000	-	-	-	-	-	-
Improvement of City-Owned Pylons at Union Landing	99999	-	63,616	-	-	-	-	63,616
Union City Data Center Cooling Unit Replacement	81000	-	-	-	35,000	-	-	35,000
Union City Server & Data Storage Replacement	81000	-	-	10,500	-	-	-	10,500
Total Capital Outlay & Capital Improvement Projects		1,932,001	988,384	654,450	343,950	44,950	44,950	2,076,684
Unassigned Funds		-	-	-	-	-	-	-
Debt Service		-	-	-	-	-	-	-
Total Expenditures		1,932,001	988,384	654,450	343,950	44,950	44,950	2,076,684
Revenues and Sources over/(under) Expenditures and Uses			(988,384)	(654,450)	(343,950)	(44,950)	(44,950)	
BEGINNING FUND BALANCE		-	767,999	(220,385)	(874,835)	(1,218,785)	(1,263,735)	
ENDING FUND BALANCE		767,999 **	(220,385)	(874,835)	(1,218,785)	(1,263,735)	(1,308,685)	

* Final available project funds will be determined during the year end closing process and reappropriated in the following fiscal year

** Denotes estimated year end funds available for operational and project expenditures (excluding long term and capital invested funds)

RESOLUTION NO. XXXX-25

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY
APPROVING THE PURCHASE OF VIRTUAL MACHINE INFRASTRUCTURE,
HYPERVISOR SOFTWARE, AND PROFESSIONAL SERVICES THROUGH
SIDEPATH, FOR A NOT-TO-EXCEED CONTRACT AMOUNT OF \$316,689.23,
AMENDING THE FISCAL YEAR 2024-2025 GENERAL FUND BUDGET IN THE
AMOUNT OF \$316,689.23, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT**

WHEREAS, the City purchased the current virtual infrastructure equipment in 2019 and it is now showing capacity issues to maintain current services; and

WHEREAS, on September 22, 2022, staff presented the City's Five-Year Technology Roadmap which showcased the City goal of providing adequate infrastructure to house, maintain, and connect the City's IT services; and

WHEREAS, City staff worked with existing reseller partners and Sidepath, a certified Dell partner, to evaluate the current compute and data storage, then review their detailed analysis and recommendations; and

WHEREAS, staff selected a solution that provides technological enhancements over the City's existing solutions, allows for future growth, provides improved security resilience, and new disaster recovery capabilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby approves the purchase of virtual machine infrastructure, hypervisor software, and professional services through Sidepath, for a not-to-exceed contract amount of \$316,689.23, and authorizes the City Manager to execute the agreement.

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby appropriates \$316,689.23 to account number 1110-50-70-7001-000000-57160 (General Fund – Information Technology – Computer Equipment).

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 8th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

Thai Nam Pham
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachment:
Exhibit A – Sidepath Quote

22892 Mill Creek Drive
Laguna Hills, CA 92653
Phone (949)748-8700; Fax (949)748-8706
www.sidepath.com

Date: 02/19/25
Quotation #: SIDQ52566
Valid Until: 03/19/25
Prepared By: Chaz Steen
Project ID: SIDPROJECT49307

Bill To:

Union City, California
Attn: Mario Vallejo
34009 Alvarado-Niles Road
Union City, CA 94587

Phone: 510-513-1112
Email: mariov@unioncity.org

Ship To:

Union City, California
Attn: Mario Vallejo
34009 Alvarado-Niles Road
Union City, CA 94587

Phone: 510-513-1112
Email: mariov@unioncity.org

Qty	Item Code	Description	Unit Price	Ext. Price
NASPO# 23026 State Addendum #7-23-70-55-01				
PowerStore 500T				
1	210-AXXJ	PowerStore 500T Dell Customer Racked		
1	370-AFXQ	192GB Appliance DIMM 96GB Per Node		
1	528-BTZK	PowerStore Base SW		
1	406-BBOO	25GBE OPTICAL 4 PORT CARD PAIR		
1	450-AKHM	Dual 1450W (200-240V) HIGH Line Only Power Supply		
1	343-BBMR	BASE UNIT CONFIG KIT		
1	379-BDPD	ISG Product (info)		
1	876-3336	Dell Hardware Limited Warranty		
1	876-3449	ProSupport 7x24 Technical Support and Assistance 5 Years		
1	876-3587	ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years		
1	876-3622	ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended		
1	955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year		
1	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		
1	825-8624	Certified Deployment Partner T2		
14	400-BGGI	P1 25X2.5 NVME SED SSD 1.92TB		
1	565-BBJR	25GBE TWINAX 4 PORT IO MODULE PAIR		
4	470-ADUC	2M PASSIVE 25G TWINAX CABLE QTY 2		
14	828-4817	ProSupport: Next Business Day On-Site Low Capacity SSD Add-On, 5 Years		
SubTotal				\$78,716.49
R600xs				
5	210-BFUZ	PowerEdge R660xs	\$12,674.47	\$63,372.35
	461-AAIG	Trusted Platform Module 2.0 V5		

If you have any questions regarding this quotation, please contact:

Chaz Steen | (405)535-9856 | chaz@sidepath.com

This document is proprietary and confidential and is intended solely for the recipient.

No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.

Qty	Item Code	Description	Unit Price	Ext. Price
	470-AFQI	2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 2 CPU		
	338-CHTG	Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 37.5M Cache, Turbo, HT (185W) DDR5-4800		
	338-CHTG	Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 37.5M Cache, Turbo, HT (185W) DDR5-4800		
	379-BDCO	Additional Processor Selected		
	412-ABEQ	Heatsink for 2 CPU configuration (CPU more than 150W)		
	370-AAIP	Performance Optimized		
	370-BBRX	5600MT/s RDIMMs		
	780-BCDN	RAID 1		
	405-ABCQ	PERC H355 Controller Front		
	750-ACFR	Front PERC Mechanical Parts, front load		
	384-BBBL	Performance BIOS Settings		
	800-BBDM	UEFI BIOS Boot Mode with GPT Partition		
	384-BDJC	Standard Fan X7		
	450-AKLF	Dual, Redundant(1+1), Hot-Plug Power Supply,1100W MM(100-240Vac) Titanium		
	330-BCBY	Riser Config 1, Low Profile, 1x16 LP Slots (Gen4) + 2x8 LP Slot (Gen4), 2CPU		
	329-BHOF	PowerEdge R660xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM		
	540-BCOC	Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0		
	325-BEUF	Dell Luggage Tag, 0/6/8/10		
	325-BEVH	PowerEdge 1U Standard Bezel		
	403-BCRV	BOSS-N1 controller card + with 2 M.2 960GB - (RAID 1)		
	490-BJKK	Riser for Boss		
	611-BBBF	No Operating System		
	605-BBFN	No Media Required		
	528-CTID	iDRAC9, Datacenter 16G		
	528-CTZH	OpenManage Enterprise Advanced Plus		
	350-BCEM	No Quick Sync		
	379-BCSG	iDRAC,Legacy Password		
	379-BCQX	iDRAC Service Module (ISM), NOT Installed		
	379-BCQY	iDRAC Group Manager, Disabled		
	770-BCJI	A11 drop-in/stab-in Combo Rails Without Cable Management Arm (A11)		
	770-BDZL	Cable Management Arm		
	340-DCZI	PowerEdge R660xs Shipping		
	340-DFKP	PowerEdge R660xs, 8x2.5, Short Drive Shipping Material		
	389-FBMC	PowerEdge R660xs HS5610 Label, CCC Marking, No CE Marking, for below 1300W PSU		

If you have any questions regarding this quotation, please contact:

Chaz Steen | (405)535-9856 | chaz@sidepath.com

This document is proprietary and confidential and is intended solely for the recipient.

No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.

Qty	Item Code	Description	Unit Price	Ext. Price
	892-9152	ProSupport 7x24 Technical Support and Assistance 5 Years		
	892-9161	ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years		
	892-9164	Dell Hardware Limited Warranty Plus On-Site Service		
	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		
	825-8624	Certified Deployment Partner T2		
	370-BBRY	(16) 32GB RDIMM, 5600MT/s, Dual Rank		
	400-AZVM	(2) 960GB SSD SATA Mixed Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD		
	492-BBDI	(2) C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America		
	540-BDGV	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2		
	470-ACET	(4) Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 2 Meter		
SubTotal				\$63,372.35
S5224F-On				
2	210-APHT	Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, PSU to IO air, 2x PSU	\$8,249.59	\$16,499.18
	343-BBLP	Dell EMC S52XX-ON Series User Guide		
	634-BRWJ	OS10 Enterprise, S5224F-ON		
	818-4983	Dell Hardware Limited Warranty 1 Year		
	818-4996	ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year		
	818-4998	ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 4 Years Extended		
	818-5018	ProSupport:7x24 HW/SW Technical Support and Assistance, 5 Years		
	975-3461	Dell Limited Hardware Warranty Extended Year(s)		
	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		
	997-6306	Info 3rd Party Software Warranty provided by Vendor		
	825-8624	Certified Deployment Partner T2		
	848-8539	5 Years ProSupport OS10 Enterprise Software Support-Maintenance		
	470-ABOU	Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter		
	450-AASX	Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US QTY 2		
	450-AASX	Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US QTY 2		
SubTotal				\$16,499.18
NASPO Master Contract Number: AR2472				
vvF 5 Year				

If you have any questions regarding this quotation, please contact:

Chaz Steen | (405)535-9856 | chaz@sidepath.com

This document is proprietary and confidential and is intended solely for the recipient.

No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.

Qty	Item Code	Description	Unit Price	Ext. Price
160	VCF-VSP-FND-8	VMware vSphere Foundation 8 for Multi-Year for 3+ years.	\$677.50	\$108,400.00
SubTotal				\$108,400.00
Professional Services				
1	SID-PS-PWRST-IMP-BAS	Sidepath implementation service provides a base-level installation of one (1) new Powerstore storage appliance. This service includes integration with supported existing storage network switches and up to three (3) supported existing servers, along with the various features.		
2	SID-PS-PE-IMP-SVR-1-5	Sidepath implementation service provides a base-level PowerEdge server deployment. Service includes installation of up to five (5) PowerEdge servers into compatible racks, integration with an existing network with appropriate labeling and cable management within the rack.		
1	SID-PS-NW-SW-L2	Sidepath implementation service provides a base-level Layer 2 switch deployment. Service includes physical installation and base-level configuration for up to two (2) supported Dell Networking IP switches.		
SubTotal				\$21,000.00

Payment Terms from Ship Date: Net 30

Pricing does not include Sales Tax or Shipping/Handling unless specifically stated in quote.

CA Shipments: CA Electronic Waste Recycling (eWaste) Fee will apply to monitors, laptops or tablets.

Product Total	\$287,988.02
Taxes	\$28,701.21
Shipping	\$0.00
Grand Total	\$316,689.23

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by Sidepath's Purchasing Terms and Conditions, which are located at: www.sidepath.com/terms. The Purchasing Terms and Conditions are incorporated herein by reference and available in hard copy upon your request.

Note: Sidepath will collect sales tax for orders shipped to these six states: AZ, CA, MA, NV, TX and WA. For orders shipped outside of these six states, it will be the customer's responsibility to report the tax as Sales & Use Tax.

Please contact me if I can be of further assistance.

THANK YOU FOR YOUR BUSINESS!

Accepted by: _____ Title: _____ Date: _____ PO: _____

If you have any questions regarding this quotation, please contact:

Chaz Steen | (405)535-9856 | chaz@sidepath.com

This document is proprietary and confidential and is intended solely for the recipient.

No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.



Agenda Item

DATE: 4/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF UNION CITY AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION FOR THE PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt the attached resolution approving and adopting the Memorandum of Understanding (MOU) between the City of Union City (City) and the Service Employees' International Union (SEIU) for the period of January 1, 2025 through December 31, 2027, authorizing the City Manager to execute the MOU on behalf of the City and approving an amendment to the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5.

STRATEGIC PLAN ALIGNMENT

This action supports Strategy 8 of Goal B, Governance and Organization Effectiveness, by ensuring salaries are competitive in order to retain talented staff and to provide an attractive recruiting environment.

BACKGROUND

The City and SEIU are parties to an existing MOU covering the period of January 1, 2022, through December 31, 2024 (Existing MOU). In advance of the expiration of the Existing MOU, staff and SEIU have been negotiating in good faith for the successor Memorandum of Understanding (Successor MOU) since September 2024. Both parties have reached a tentative agreement on matters related to wages, hours, and other terms and conditions of employment, consistent with the authority provided by the City Council, as reflected in the Successor MOU.

DISCUSSION

The Existing MOU expired on December 31, 2024. SEIU membership ratified the Successor MOU on April 1, 2025. The Successor MOU does not become effective until approved by the City Council. The deal points of the Successor MOU are as follows:

General Language Clean Up and Corrections: These were made throughout the MOU regarding job titles, sentence structures and punctuation.

SECTION 1.1 RECOGNITION: Updates the list of classifications to reflect changes in titles for Neighborhood Preservation "Specialist" to "Inspector", Youth Services Specialist, updated "Leisure" to CRS" for classifications to reflect title changes and added Technical Support Specialist II.

SECTION 2.1 SALARY:

- Cost of Living Adjustments: Provides cost of living adjustments of 3% per year that will become effective the first full pay period following City Council approval of this agreement, and then thereafter effective the first full pay period in January 2026, and the first full pay period in January 2027.
- Market Equity Adjustments: Provides a one-time market equity adjustment of 2% effective the first full pay period following City Council approval of this agreement for all classifications in the SEIU unit and also brings any remaining classifications more than 7.5% below market median to 7.5% below market median.

SECTION 2.6 SPRAY OPERATION: Updates compensation for staff assigned to do spraying activities to 5% for those who are licensed and 2.5% for those who work under another person’s license, for any hours they are engaged in spray activities.

SECTION 4.2 OVERTIME: Provides a cash out option for compensatory time earned of up to 120 hours each fiscal year, provided 80 hours of vacation or compensatory time have been used.

SECTION 6.5 OCCUPATIONAL INJURY LEAVE: Updates qualifying language for use of occupational injury leave.

SECTION 6.6 PERSONAL LEAVE: Revises language and clarifies eligibility for the conversion of sick leave to personal leave.

SECTION 6.7 SICK LEAVE: Provides for the conversion of 60 hours of unused sick leave to vacation leave at the end of each fiscal year, provided the employee maintains a balance of 480 hours of sick leave.

SECTION 6.9 VACATION: Revises language, clarifies eligibility for sellback of vacation leave and inserts vacation scheduling language for vacation approvals.

SECTION 8.1 MEDICAL INSURANCE: Increases the monthly allowance from \$2,000 to \$2,200, effective the first pay date of the month following City Council approval of this agreement. Effective the first pay date of 2027, this amount increases from \$2,200 to \$2,250. Increases the “In Lieu” amount for those waiving enrollment due to alternative medical coverage from \$300 per month to \$350 per month, effective the first pay date of the month following Council approval of this agreement.

SECTION 9.2 SAFETY SHOES/BOOTS/GLASSES: Revises language, updates qualifying classification titles and adds Neighborhood Preservation Inspector.

FISCAL IMPACT

The estimated cost of this Successor MOU is projected to be an additional \$558,000 annually over the life of the contract.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving and adopting the Memorandum of Understanding (MOU) between the City of Union City (City) and the Service Employees’ International Union (SEIU) for the period of January 1, 2025 through December 31, 2027, authorizing the City Manager to execute the MOU on behalf of the City and approving an amendment to the City’s Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5.

Prepared by:

Jason Castleberry, Human Resources Director

Submitted by:

Jason Castleberry, Human Resources Director

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Resolution - SBU Memorandum of Understanding	Resolution
<input type="checkbox"/>	Exhibit A - SEIU MOU Redlined Copy	Exhibit
<input type="checkbox"/>	Exhibit A - SEIU MOU Clean Copy	Exhibit
<input type="checkbox"/>	Exhibit B - Classification and Compensation Plan	Exhibit

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF UNION CITY AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION FOR THE PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the existing Memorandum of Understanding (Existing MOU) between the City of Union City (City) and the Service Employees' International Union (SEIU) expired on December 31, 2024; and

WHEREAS, the City and SEIU entered into negotiations for a successor Memorandum of Understanding (Successor MOU); and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, *et seq.*) and the Union City Municipal Code, the City Manager or their designee, as authorized by the City Council, has met and conferred in good faith with representatives of SEIU on matters related to wages, hours, and other terms and conditions of employment; and

WHEREAS, the representatives of the City and SEIU have reached a tentative agreement for a Successor MOU, attached hereto and incorporated herein by this reference as Exhibit A; and

WHEREAS, the membership of SEIU ratified the Successor MOU on April 1, 2025; and

WHEREAS, the City Council finds that the terms and conditions of the Successor MOU are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby approves and adopts the Memorandum of Understanding (Exhibit A) between the City of Union City and the Service Employees' International Union for the period of January 1, 2025 through December 31, 2027.

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby authorizes the City Manager to execute the Memorandum of Understanding on behalf of the City and to take such further actions as may be necessary to implement the MOU, including any necessary non-substantive modifications.

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby approves an amendment to the City's Salary Schedule to reflect the revisions in

the Classification and Compensation Plan provided pursuant to the MOU, effective the first full pay period following Council approval of this agreement (Exhibit B).

BE IT FURTHER RESOLVED by the City Council of the City of Union City that if any provisions related to the MOU contained herein are found to be in conflict with provisions of any other previous resolutions related to the MOU, the provisions herein shall prevail.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 8th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

GARY SINGH

Mayor

ATTESTED:

APPROVED AS TO FORM:

THAI NAM N. PHAM
City Clerk

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachment:

Exhibit A – SEIU Memorandum of Understanding

Exhibit B – Classification and Compensation Plan



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF UNION CITY
AND
SERVICE EMPLOYEES’
INTERNATIONAL UNION (SEIU)
LOCAL 1021

JANUARY 1, 20225 THROUGH DECEMBER 31,
20247

Table of Contents

SECTION 1.0 RECOGNITION, DISCRIMINATION, & UNION ACTIVITIES.....	5
1.1 RECOGNITION	5
1.2 DISCRIMINATION	6
1.3 NOTICE TO EMPLOYEES	6
1.4 INDEMNIFICATION.....	76
1.5 DUES DEDUCTION.....	76
1.6 BULLETIN BOARD USE, MEETING FACILITIES	7
1.7 UNION REPRESENTATION.....	87
1.8 DATA TO UNION	8
SECTION 2.0 COMPENSATION	8
2.1 SALARY.....	8
2.2 COMMERCIAL DRIVER’S LICENSE COMPENSATION	109
2.3 SPECIAL ASSIGNMENT PAY.....	1140
2.4 ACTING PAY	1140
2.5 CALL BACK PAY	1244
2.6 SPRAY OPERATION.....	1244
2.7 BILINGUAL COMPENSATION	1344
2.8 STANDBY PAY.....	1342
2.9 HAZARD PAY	1443
2.10 AUTOMATIC PAYROLL DEPOSIT.....	1513
SECTION 3.0 JOB DESCRIPTIONS.....	1513
SECTION 4.0 WORK SCHEDULES/OVERTIME.....	1514
4.1 WORK WEEK, MEALS, AND BREAKS.....	1514
4.2 OVERTIME.....	1614
4.3 MEAL ALLOWANCE.....	1746
4.4 EMERGENCY CALL-OUT.....	1746
SECTION 5.0 RETIREMENT BENEFITS	1746
5.1 PUBLIC EMPLOYEES’ RETIREMENT SYSTEM (PERS).....	1746
A. CLASSIC MEMBERS	1746
B. NEW MEMBERS.....	1847
5.2 MILITARY BUYBACK	1847
5.3 RETIREE HEALTH SAVINGS ACCOUNT	1847
SECTION 6.0 LEAVE ADMINISTRATION	1847

6.1	BEREAVEMENT LEAVE.....	1917
6.2	HOLIDAYS	1918
A.	COMPENSATION FOR HOLIDAYS WORKED	2019
B.	CHRISTMAS LEAVE OBSERVED	2019
C.	CITY CLOSURE.....	2119
6.3	JURY LEAVE	2120
6.4	MILITARY LEAVE.....	2120
6.5	OCCUPATIONAL INJURY LEAVE	2120
6.6	PERSONAL LEAVE.....	2221
A.	ADMINISTRATION.....	2221
6.7	SICK LEAVE	2221
A.	SICK LEAVE UTILIZATION.....	2321
B.	SICK LEAVE NOTICE & CERTIFICATION	2322
6.8	UNPAID LEAVES OF ABSENCE.....	2322
6.9	VACATION.....	2423
6.10	PREMIUM PAY DURING PAID LEAVE.....	2624
SECTION 7.0 PROBATIONARY PERIOD		2624
SECTION 8.0 HEALTH AND WELFARE BENEFITS.....		2624
8.1	MEDICAL INSURANCE	2624
8.2	LIFE INSURANCE	2725
8.3	MEDICAL EXAMINATION.....	2726
8.4	FLEXIBLE BENEFIT PLAN.....	2826
8.5	DISABILITY INSURANCE	2826
SECTION 9.0 SAFETY.....		2826
9.1	SAFETY EQUIPMENT, PROTECTIVE CLOTHING, UNIFORMS.....	2826
9.2	SAFETY SHOES/BOOTS/GLASSES	2927
9.3	SAFETY AND TRAINING COMMITTEE.....	2927
9.4	WORKPLACE SAFETY.....	2927
9.5	DMV EXAMINATIONS.....	3028
SECTION 10.0 GRIEVANCE PROCEDURE/DISCIPLINARY PROCEDURE		3028
10.1	GRIEVANCE DEFINITIONS.....	3028
10.2	GRIEVANCE PROCEDURE.....	3028
10.3	DISCIPLINARY DEFINITIONS	3129
10.4	SUSPENSION: NOTICE OF INTENT	3129

SECTION 11.0 MISCELLANEOUS PROVISIONS	<u>3230</u>
11.1 EDUCATION REIMBURSEMENT	<u>3230</u>
11.2 BENEFICIAL PRACTICES.....	<u>3334</u>
11.3 CONTRACTING OUT.....	<u>3334</u>
11.4 HEALTH AND SAFETY	<u>3334</u>
11.5 FILLING OF VACANCIES	<u>3334</u>
11.6 PERSONNEL FILES.....	<u>3432</u>
11.7 SAVINGS CLAUSE.....	<u>3432</u>
11.8 REVIEW OF OPERATIONAL ITEMS OF MUTUAL INTEREST.....	<u>3432</u>
11.9 SEPARABILITY	<u>3432</u>
SECTION 12.0 TRANSFER AND PROMOTION PROCEDURES	<u>3432</u>
12.1 REALLOCATION OF POSITION	<u>3533</u>
SECTION 13.0 DURATION.....	<u>3634</u>
9/80 ALTERNATE WORK SCHEDULE	<u>3735</u>
1. IMPLENTATION.....	<u>3735</u>
A. WORK PERIOD DEFINED	<u>3735</u>
B. DAYS OFF.....	<u>3735</u>
C. VACATION	<u>3735</u>
D. SICK LEAVE	<u>3735</u>
E. BEREAVEMENT LEAVE	<u>3836</u>
F. MILITARY LEAVE, JURY DUTY	<u>3836</u>
G. LUNCH PERIOD/BREAKS	<u>3836</u>
H. EXCEPTIONS.....	<u>3836</u>
I. WORKDAY.....	<u>3836</u>
APPENDIX A-1.....	<u>3937</u>
APPENDIX B	<u>4038</u>
SIDE LETTER – TRANSFER GUIDELINES	<u>4239</u>

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

Preamble

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

SECTION 1.0 RECOGNITION, DISCRIMINATION, & UNION ACTIVITIES

The City shall provide reasonable release time to the Chapter President or their designee to make a 30-minute new hire presentation about SEIU Local 1021.

1.1 RECOGNITION

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

Administrative Assistant I	Maintenance I – Parks & Grounds
Administrative Assistant II	Maintenance I – Streets
Administrative Assistant III	Maintenance II – Parks & Grounds
Building Permit Clerk	Maintenance II – Streets
Building Permit Technician	Maintenance Trainee – Parks & Grounds
Building/Code Compliance Inspector	Maintenance Trainee – Streets
Building/Code Compliance Inspector – Trainee	Neighborhood Preservation Inspector-Specialist
Community Development Technician	Office Specialist I, II, III
<u>CRS Maintenance Worker</u>	<u>Preschool Site Supervisor I (PT)</u>
<u>CRS Program Coordinator</u>	<u>Pre-School Site Supervisor II</u>
<u>CRS Program Manager</u>	<u>Program Coordinator (PT)</u>
CRS Program Manager (PT)	Public Works Inspector Preschool Site Supervisor I (PT)
Digital Marketing Specialist	<u>Public Works Maintenance II</u> Pre-School Site Supervisor II
Facilities Maintenance Attendant (PT)	<u>Recreation Administrative Technician</u> Program Coordinator (PT)
Facility Maintenance Worker	<u>Recreation Program Coordinator</u> Public Works Inspector

Finance Specialist I	<u>Recycling Program Coordinator</u> Public Works
Finance Specialist II	<u>Maintenance II</u> Senior Public Works Inspector
Finance Specialist III	<u>Administrative Technician</u> Recreation
Heavy Equipment Mechanic - Lead	<u>Senior Recreation Leader (PT)</u> Recreation
Heavy Equipment Mechanic I - Fleet	<u>Program Coordinator</u> Special Projects Coordinator
Heavy Equipment Mechanic – Trainee	<u>Recycling Program Coordinator</u> Street Outreach Worker
<u>Vehicle Equipment Technician</u> Heavy Equipment Technician	<u>Senior Public Works Inspector</u> Street Sweeper Operator
<u>Homeless Program Outreach Worker</u> Lead	<u>Senior Recreation Leader (PT)</u> Transit Coordinator
<u>Facilities Maintenance Worker</u> Lead	<u>Special Projects Coordinator</u> Technical Support Specialist II
<u>Lead Facilities Maintenance Worker</u> Lead	<u>Street Outreach Worker</u> Youth Employment Coordinator
<u>Outreach Worker</u> Lead Outreach Worker	<u>Street Sweeper Operator</u> Youth Services Specialist
<u>Leisure Services Maintenance Worker</u> Leisure Services Program Coordinator	<u>Youth Services Specialist</u> Transit Coordinator
<u>Leisure Services Program Coordinator</u> Leisure Services Program Manager	<u>Transit Coordinator</u> Youth Employment Coordinator

All sections apply to full-time and part-time employees unless otherwise stated.

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

The City shall provide reasonable release time to the Chapter President or their designee to make a 30-minute new hire presentation about SEIU Local 1021.

1.2 DISCRIMINATION

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

1.3 NOTICE TO EMPLOYEES

The Union may post within the employee work or rest area a written notice which sets forth the classifications included within each representation unit which includes any classification existing in the City and the name and address of the recognized employee organization for each such unit. The City shall also give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization

recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current MOU to be supplied by the Union.

1.4 INDEMNIFICATION

The Union shall indemnify and hold harmless the City, its officers, and employees from and against any and all loss, damages, costs, expenses, claims, attorney fees, court costs, demands, actions, suits, judgements, and other proceedings arising out of any action resulting from Section 1.3 or Section 1.5 of this Agreement.

1.5 DUES DEDUCTION

Automatic Payroll Deductions and Remittance

Upon certification by the Union that an employee has signed a deduction authorization card, the Employer will deduct the appropriate dues from the employee's pay as established, and as may be changed from time to time, by the Union and remit such dues to the Union. Employee requests to cancel or change deductions must be directed to the Union rather than the Employer. Deductions will continue unless and until the City receives written notice of cancellation from the Union.

The Union will be the custodian of records for such Authorization Card and will provide the City with a certification that it has and will maintain a deduction Authorization Card, signed by each individual from whose salary or wages the deduction is to be made ("Certification"). The Union shall not be required to provide the City a copy of the member's deduction Authorization Card unless a dispute arises about the existence or terms of the deduction Authorization Card. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in an unpaid status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in an unpaid status during only part of the pay period and whose salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over union dues.

The Executive Secretary of SEIU Local 1021 shall notify the City in writing as to the amount of such dues uniformly required of all members of the Union. Monies withheld by the City shall be transmitted to the Officer designated in writing by the Executive Secretary of the Union as a person authorized to receive such funds at the address specified.

1.6 BULLETIN BOARD USE, MEETING FACILITIES

City shall provide reasonable space on bulletin boards for official Union notices and the area stewards shall be responsible for maintenance of same. City shall reasonably make available conference rooms or other meeting areas for the purpose of holding Union meetings during off-

duty time periods at no cost to the Union. Requests for such facilities must follow established procedures with the appropriate City representatives, and whenever possible, notice shall be given by the Union forty-eight (48) hours in advance of the meeting.

1.7 UNION REPRESENTATION

The Union may select four (4) shop stewards, one from each of the following work locations: 1.) Parks, 2.) Streets, 3.) Fleet, Buildings and City Hall, 4.) Leisure Services (Full time and Part time). The Union shall promptly advise the Human Resources Director in writing of the names of the stewards, chapter officers, and negotiating team members. Stewards will be allowed reasonable time off during regular work hours without loss of compensation or other benefits when engaged in investigating and assisting employees at their work location in the resolution of grievances.

Union officers and representatives shall be granted reasonable access to employee work locations upon advising appropriate management personnel. City shall further allow a reasonable number of Union negotiating committee members' reasonable time off during regular working hours without loss of compensation or other benefits when engaged in negotiations with City representatives. In addition, up to ten (10) Union officers and representatives identified by the Union shall be afforded a maximum of eighteen (18) hours paid release time per fiscal year without loss of compensation for the purpose of official Internal Union trainings. City and Union further agree that good labor relations are fostered and maintained through prompt, decisive and fair adjustment of individual grievances at the lowest possible administrative level.

1.8 DATA TO UNION

The City shall furnish the Union, on a monthly basis, the name, date of hire, salary, classification, work location, job title, department, work phone number, home phone number, personal cell phone number, personal email address on file with the City and home address of all newly hired subject to this Agreement. The City shall provide the Union with the same information for active employees at least once every four months.

SECTION 2.0 COMPENSATION

Salary Step increases shall be implemented in the following manner:

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

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

2.1 SALARY

COST OF LIVING:

- Effective the first full pay period following City Council approval of this agreement, all classifications in the bargaining unit shall receive a salary increase of 3.0%. ~~In addition to the salary increase, the City will provide a one-time lump sum payment equivalent to the value of a three percent (3%) salary increase for the period of the first full pay period in January through the implementation of the three percent (3%) salary increase referenced above.~~
- Effective the first full pay period in January 202~~3~~6, all classifications in the bargaining unit shall receive salary increase of 3.0%.
- Effective the first full pay period in January 202~~4~~7, all classifications in the bargaining unit shall receive salary increase of 3.0%.

EQUITY ADJUSTMENTS:

- ~~Effective the first full pay period following City Council approval of this Agreement, the City will provide a market equity adjustment increase for all classifications in the bargaining unit of ~~one two~~ percent (~~12~~.0%). In addition to the equity increase, the City will provide a one-time lump sum payment equivalent to the value of the one percent (1%) equity increase for the period of the first full pay period in January through the implementation of the one percent (1%) equity increase referenced above.~~
- ~~Effective the first full pay period following the conclusion of the City's comprehensive salary survey in 2022, the City will provide a market equity adjustment increase to any classification found to be ten percent or more below the market median in total compensation and benefits. Those classifications shall be adjusted to bring the classifications up to at least ten percent (10%) below the market median for total compensation and benefits. In no case shall the equity adjustments received by any bargaining unit employee exceed a total of 10%.~~
- Effective the first full pay period following City Council approval of this agreement, the following classifications shall receive a one-time equity adjustment to the base rate:

<u>Position</u>	<u>Adjustment</u>
<u>Office Specialist I</u>	<u>5.0%</u>
<u>Office Specialist II</u>	<u>5.0%</u>
<u>Office Specialist III</u>	<u>5.0%</u>
<u>Vehicle Equipment Technician</u>	<u>2.0%</u>
<u>Facility Maintenance Worker</u>	<u>1.9%</u>
<u>Facilities Maintenance Attendant</u>	<u>1.9%</u>
<u>Lead Facility Maintenance Worker</u>	<u>1.9%</u>
<u>Program Coordinator (PT)</u>	<u>1.3%</u>
<u>Recreation Program Coordinator</u>	<u>1.3%</u>

<u>Community and Recreation Program Specialist</u>	<u>1.3%</u>
<u>Transit Coordinator</u>	<u>1.3%</u>
<u>Youth Employment Coordinator</u>	<u>1.3%</u>
<u>Maintenance I - Parks & Grounds</u>	<u>1.1%</u>
<u>Maintenance Trainee - Parks & Grounds</u>	<u>1.1%</u>
<u>Maintenance II – Streets</u>	<u>0.5%</u>
<u>Maintenance II - Parks & Grounds</u>	<u>0.2%</u>

~~CONTINUED SERVICE RECOGNITION~~

~~In recognition of their many years of service, following City Council approval of this Agreement, all active employees who have met the required years of service benchmarks and are employed as of 5/24/22 shall be eligible to receive the following off salary schedule one time lump sum payments based on their years of service:~~

- ~~• Fifteen (15) through Nineteen (19) years of service: \$500~~
- ~~• Twenty (20) through Twenty four (24) years of service: \$1,000~~
- ~~• Twenty five (25) or more years of service: \$1,500~~

~~This one time benefit applies to employees who have met the required years of service benchmarks on 5/24/22, on a one time basis and not thereafter. The payment shall be provided by no later than 6/24/22. The off salary schedule lump sum payment of \$1,000 is not reportable to CalPERS, consistent with the CalPERS “Off Salary Schedule Pay” Circular Letter dated November 10, 2016.~~

2.2 COMMERCIAL DRIVER’S LICENSE COMPENSATION

- Effective the first full pay period following City Council approval of this agreement, the City shall compensate each individual, who is an incumbent in the following position and possesses and maintains a commercial Class A Driver’s License, a 5.0% differential based on the employee’s base salary.
 - 50350 Maintenance Trainee – Streets
- Effective the first full pay period following City Council approval of this agreement, the City shall increase the base salary by 5% for the following positions that require the possession and maintenance of a commercial Class A Driver’s License:
 - 50341 Street Sweeper Operator
 - 50330 Maintenance I – Streets
 - 50320 Maintenance II – Streets
- Effective the first full pay period following City Council approval of this agreement, the City shall revise the job descriptions to require a commercial Class A Driver’s license and increase the base salary by 5% for the following positions:

- 50321 Heavy Equipment Mechanic I – Fleet
- 50323 Heavy Equipment Lead - Fleet
- Effective the first full payroll period following City Council approval of this agreement, the City shall compensate each individual, who is an incumbent in the following position and possesses and maintains a commercial Driver's License, a 3.0% differential based on the employee's base salary.
 - 50532-Program Coordinator
 - 50161-Recreation Program Coordinator

2.3 SPECIAL ASSIGNMENT PAY

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

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

2.4 ACTING PAY

An employee assigned in writing by the department head, who pursuant to such assignment, does assume and perform all the ordinary day to day duties and responsibilities of a position of a higher classification for one (1) or more full workday shall be paid an additional five percent (5%) of the regular pay of their own classification, or the first step of the higher classification, whichever is greater, for such time worked in the highest classification. Acting Pay compensation shall not exceed the top step of the higher classification (except for Acting Sweeper Operators as noted below).

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

The City retains the right to determine the circumstances under which Acting Pay will be assigned. When the City makes such an assignment it shall be done in a manner consistent with Section 2.3 of the MOU.

Work assignments of Union employees shall not be changed for the sole purpose of evading the requirements of providing acting pay to an employee who would otherwise be eligible. Acting assignments of thirty (30) days or more shall be rotated, provided the employee is certified as qualified, on the basis of seniority every three months.

Within Public Works, rotation shall be as follows:

Work assignments of Union employees shall not be changed for the sole purpose of evading the requirements of providing acting pay to an employee who would otherwise be eligible. Acting

assignments of thirty (30) days or more shall be rotated within the affected crew, to each employee who is certified as qualified, on the basis of seniority within the affected crew, every 30 days.

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

Within Public Works, acting assignment appointment shall be made as follows:

Acting assignments of less than thirty (30) days shall be offered on the basis of seniority within the affected crew, pursuant to overtime assignment processes.

2.5 CALL BACK PAY

An employee called back to work on their day off or called back to work after he/she has completed their regular shift working day and has left their place of employment, shall be paid a minimum of two (2) hours at time and one half of their regular hourly rate of pay. Employees called back to work on weekends and holidays shall be paid a minimum of three (3) hours at time and one half of their regular pay. Employees called back to work between midnight and the beginning of their regular shift shall be paid a minimum of four (4) hours at time and one half their regular straight time pay. It is expressly understood that an employee who works overtime immediately subsequent to their regular work shift shall be compensated at the overtime rate of pay for the time actually worked, with no minimum number of hours of overtime guaranteed.

2.6 SPRAY OPERATION

The City agrees to compensate Maintenance I ~~Building Parks~~ & Grounds employees who maintain a valid Certified Applicator's license and who are assigned to perform spray operations tasks an additional 5% Special Assignment pay for each hour they are engaged in spraying activities. The City agrees to compensate unlicensed Maintenance I Parks & Grounds employees who are assigned to perform spray operations tasks under the supervision of a licensed employee an additional 2.5% Special Assignment pay for each hour they are engaged in spraying activities. ~~The special assignment compensation premium for Spray Operation will be rotated among eligible employees who maintain a valid Certified Applicator's license, on a date of hire seniority basis. Only one employee shall receive the additional compensation at any given time, and the assignment shall be rotated every three months.~~ Additionally, the City agrees to pay the required fees for employees who obtain and maintain a valid Certified Applicator's license. The payment of required fees shall be limited to the following:

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

It is understood that the City will provide paid release time, for certification purposes, when required applicator classes are attended during normal working hours. Such paid leave shall be for maximum of 20 hours biannually in recognition of new State training standards for pesticide

applicators. It is further understood that the City will not incur any overtime payments as a result of attendance at such classes.

2.7 BILINGUAL COMPENSATION

The City will compensate each Union employee one hundred dollars (\$100) per month (\$46.15 per pay period) as compensation for providing oral bilingual skills. The City will compensate each Union employee one hundred and twenty-five dollars (\$125) per month (\$57.69 per pay period) as compensation for providing oral and written bilingual skills. All employees requesting compensation under this agreement must pass a City test. The test may examine the employee's ability to converse fluently or read and/or write in a language other than English. The City reserves the right to determine the need for a specific language and the number of employees required to provide bilingual skills in each language. Compensated employees agree to utilize their bilingual skills whenever called upon.

The City will compensate each Part-time Union employee fifty dollars (\$50) per month (\$23.08 per pay period) as compensation for providing oral bilingual skills. Employees whose positions are greater than part-time but are less than full time will be compensated seventy-five dollars (\$75) per month (\$34.62 per pay period) as compensation for providing oral bilingual skills. The City will compensate each Union employee sixty-two dollars and fifty cents (\$62.50) per month (\$28.85 per pay period) as compensation for providing oral and written bilingual skills. Employees whose positions are greater than part-time but are less than full time will be compensated ninety dollars (\$90) per month (\$41.54 per pay period) as compensation for providing oral and written bilingual skills. All employees requesting compensation under this agreement must pass a City test. The test may examine the employee's ability to converse fluently, read and/or write in a language other than English. The City reserves the right to determine the need for a specific language and the number of employees required to provide bilingual skills in each language. Compensated employees agree to utilize their bilingual skills whenever called upon.

2.8 STANDBY PAY

Employees who are scheduled on a standby basis for Emergency Call-Out during their off-shift hours shall receive a standby allowance as follows:

- Employees on standby on weekdays (i.e., a sixteen (16) consecutive hour period commencing with the end of the regular scheduled work shift Monday through Friday) shall receive a standby allowance of one (1) hour's pay at the employee's regular hourly rate for each weekday night of standby required.
- Employees on standby on regularly scheduled days off and on holidays (i.e., a twenty-four (24) consecutive hour period commencing at 8:00 A.M.) shall receive a standby allowance of two (2) hours' pay at the employee's regular hourly rate for each of the aforementioned days of standby required.

The standby program for eligible Public Works employees shall be subject to the following terms:

- All PW Maintenance Worker I/II employees are eligible to volunteer to be on the standby list.
- Employees on the standby list will require training on the following:
 - Backhoe operations
 - Traffic control safety
 - Chainsaw/ downed limb safety and right of way clearing
 - Small spill containment
 - Water shut off for parks and landscapes
- Employees will be assigned to the standby schedule by the Department on a rotating bi-weekly basis following the City's pay periods. An employee scheduled for standby may switch a scheduled shift with another employee on the standby list only with advanced notice and approval from the Department.
- While on standby employees must carry the dedicated City-provided duty phone on their person or nearby in order to respond to calls in a timely manner. Employees must ensure that there is sufficient cellular reception to be able to receive calls/messages on the City-provided duty phone or must forward calls to a functioning phone line.
- While on standby employees must answer calls or call back within ten (10) minutes of receiving a call, and when needed report to the Corporation Yard within thirty (30) minutes of the call.
- An employee that fails to respond in a timely manner as described above shall not receive standby pay for that day.

Repeated failure to respond beyond two occasions over a 12-month period could result in placement at the bottom of the standby list.

2.9 HAZARD PAY

The City agrees to pay Employees assigned to clean up blood borne pathogens ("BBP") and other potentially infectious materials ("OPIM") an additional five percent (5%) of the employee's base salary in the employee's present classification for all hours while so assigned.

Other potentially infectious materials ("OPIM") means the following: (1) human body fluids including semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids; (2) Any unfixed tissue or organ (other than intact skin) from a human (living or dead); and (3) HIV-containing cell or tissue cultures, organ cultures, and HIV- or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

Employees assigned will be fully trained to perform the assignment according to CalOsha Requirements. The City agrees to minimize employee exposure to any hazardous materials by continuing to solicit contractors to perform hazardous clean ups.

2.10 AUTOMATIC PAYROLL DEPOSIT

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

SECTION 3.0 JOB DESCRIPTIONS

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

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

SECTION 4.0 WORK SCHEDULES/OVERTIME

4.1 WORK WEEK, MEALS, AND BREAKS

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

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

It is understood that Management may adjust the above schedule to meet service needs, and the City may also offer, on a case-by-case basis, flexible schedules to employees, subject to mutual agreement between the City and the employee. Breaks shall be taken in accordance with Federal and/or State law.

4.2 OVERTIME

Any work required in excess of the normal workday or workweek shall be considered overtime work. Overtime work shall be recognized only when directly ordered or required by the City Manager, department head, or their designee. Overtime work shall be compensated at the rate of time and one-half the base pay rate, except that time worked on the 7th consecutive day of the work week shall be paid at two times the hourly rate of pay, provided that the employee must work a full shift on the 5th day or be called in to work for four (4) or more hours on that day. Any full day off (with or without pay) that is not a City holiday is not counted as a workday for the purpose of calculating the 7th consecutive day overtime. Base pay shall include straight time pay, acting pay and special assignment pay when calculating overtime pay.

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

Department procedures for distribution or overtime work will not be changed to avoid the payment of double time. An employee may select compensatory time off in lieu of pay for overtime. In such a case, compensatory time off may be accrued to a maximum of one hundred fifty (150) hours. Hours earned beyond the maximum will be paid out in the employee's paycheck. Compensatory hours may be cashed out up to 120 hours at the end of the fiscal year only provided 80 hours of vacation and/or compensatory hours have been used.

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

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

each even numbered year, overtime hours accumulated for the purpose of assignment shall be reduced to zero.

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

4.3 MEAL ALLOWANCE

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

4.4 EMERGENCY CALL-OUT

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

SECTION 5.0 RETIREMENT BENEFITS

5.1 PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

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

A. CLASSIC MEMBERS

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

- Effective June 5, 2006, 3.5%.
- Effective July 26, 2010, 8%.

- Effective May 25, 2010, 8.5%.
- Effective the Payroll period including June 22, 2015, 9.0%.
- Effective the payroll period including June 20, 2016, 9.5%.

2% at 60: Employees hired on or after November 24, 2010, are provided benefits under the CalPERS 2% at 60 retirement formula, with benefits calculated based on their highest three-year average pensionable salary. The Parties also agreed to employee cost sharing to cover a portion of the costs of the City's CalPERS contributions. The historical cost sharing payments made by these employees is as follows:

- Effective November 24, 2010, 7%.
- Effective May 25, 2015, 7.5%.
- Effective the Payroll period including June 22, 2015, 8.0%.
- Effective the payroll period including June 20, 2016, 8.5%.

B. NEW MEMBERS

CalPERS new members hired by the City on or after January 1, 2013, are provided pension benefits using a 2.0% at 62 formula. New members have historically contributed to CalPERS as follows:

- Effective January 1, 2013, 7%.
- Effective May 25, 2015, 7.5%.
- Effective June 22, 2015, 8%
- Effective the payroll period including July 1, 2016, 8.5%.

5.2 MILITARY BUYBACK

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

5.3 RETIREE HEALTH SAVINGS ACCOUNT

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

SECTION 6.0 LEAVE ADMINISTRATION

Part-time Employees

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

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

6.1 BEREAVEMENT LEAVE

Full-time employees shall be granted paid bereavement leave not to exceed five working days upon the death of a member in the employee's immediate family. Days can be used either consecutively or non-consecutively.

Part-time employees assigned more than twenty hours weekly shall be granted a prorated amount of bereavement leave upon the death of the employee's immediate family. The prorated amount shall be determined by the relationship which the part time employee's regular schedule bears to a full-time schedule.

Immediate family is defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepchild, domestic partner, and other individuals residing in the household for whom employee has legal guardianship.

Employees shall be granted up to one workday bereavement leave to attend the funeral of a close relative not in the employee's immediate family (for example, aunts and uncles).

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

6.2 HOLIDAYS

The City shall observe the following guaranteed holidays:

New Year's Day	January 1
Martin L. King Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth (Effective calendar year 2023)	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November and Friday after Thanksgiving
Christmas Eve	December 24 th – See 6.8 (B) below
Christmas Day	December 25 th

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

Effective fiscal year 2022-2023, each full-time employee shall also be granted twenty-four (24) hours of floating holiday per fiscal year which may be scheduled for use upon approval.

Each part-time employee assigned to regular year-round assignments of more than twenty hours weekly shall be granted a prorated amount of floating holiday hours. The prorated amount shall be determined by the relationship which the part time employee's regular schedule bears to a full-time schedule. Part-time employees assigned to regular, year-round, weekly assignments of twenty (20) hours are eligible for holiday leave equal to the number of scheduled work hours, when the observed day of the holiday occurs on a regularly scheduled work day.

Any floating holiday hours not used within the fiscal year earned may not be accumulated. The City shall determine the number of holidays falling on a Dark (non-working) Friday for which an employee shall be eligible for floating holiday time prior to the end of July of each year and credit the employee's floating holiday bank with the appropriate number of hours in the pay period prior to the period that the Dark (non-working) Friday falls.

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

A. COMPENSATION FOR HOLIDAYS WORKED

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

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

B. CHRISTMAS LEAVE OBSERVED

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

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

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

Part-time employees whose regular work day falls on the same day as a City holiday and

the employee is required to work will receive paid time and a half for regular hours worked that day, plus prorated floating holiday credit.

C. CITY CLOSURE

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

6.3 JURY LEAVE

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

6.4 MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give their department head an opportunity, within the limits of military requirements, to determine when such leave shall be taken.

6.5 OCCUPATIONAL INJURY LEAVE

For employee injury or disability falling within the provisions of the State Worker's Compensation Disability Act, additional compensation equal to the difference between 85% of said employee's regular pay and their disability compensation allowable shall be paid for a total not to exceed 176 hours per year, commencing from the date of injury or equal to one-half (1/2) of the amount of the employee's accumulated sick leave, whichever is greater, as of July 1, of each fiscal year. Leave taken subject to this provision is not reportable to CalPERS and is excluded from service and pension consideration. Included in the calculation of the 176 hours granted will be compensation for any waiting period, however, not included would be related medical appointments. Following exhaustion of this benefit, an employee may utilize accumulated sick leave to the extent available to make up the difference between said employee's regular pay and their disability compensation allowance.

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

Additionally, the City will continue medical, dental, vision care and life insurance premiums for the injured employee and their family at the regular rate for the period the employee is on authorized occupational injury leave.

6.6 PERSONAL LEAVE

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

In addition, for employees who have accumulated a minimum of 100 hours of sick leave as of July 1 of the fiscal year, the City will convert ~~may utilize~~ eight (8) additional hours of accumulated sick leave for personal leave during the ensuing fiscal year. For employees who have accumulated 200 hours of sick leave as of July 1 of each year, by the beginning of the fiscal year may utilize the City will convert twelve (12) additional hours of accumulated sick leave for personal leave purpose. Personal leave hours credited under this provision are non-cumulative. The maximum balance for personal leave is forty (40) hours.

A. ADMINISTRATION

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

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

6.7 SICK LEAVE

Employees shall earn 3.69 hours per pay period of sick leave without limit on accumulation. Employees absent without pay for any reason for more than 36 hours during a two week pay period shall not earn sick leave benefits for that pay period. Sick leave records shall be

maintained on an hourly basis. Sick leave shall be taken in periods of no less than fifteen (15) minutes.

Employees shall be allowed to convert sixty (60) hours of unused sick leave per fiscal year to their vacation time bank provided the employee maintains a balance of four hundred eighty (480) hours of sick leave. Conversion of sick leave to vacation leave is on an hour-for-hour basis and may only take place at the end of each fiscal year.

A. SICK LEAVE UTILIZATION

Sick leave may be utilized due to the employee's personal illness, injury, maternity, or sickness or injury in the immediate family, in accordance with the provisions outlined in Administrative Policy Memorandum No. 21, Administration of Sick Leave which shall serve as the operating guideline for both employees and management.

Employees shall, whenever possible, make appointments for medical, dental, and similar purposes on non-work hours. If this is not possible, sick leave may be used for these purposes for a minimum of one (1) hour and shall not exceed four (4) hours except in unusual circumstances. Absence for illness may not be charged to sick leave if not already accumulated by the employee. It is the City's intent that discussions regarding an employee's attendance take place in conditions that ensure the employee's privacy rights are safeguarded.

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

B. SICK LEAVE NOTICE & CERTIFICATION

In order to receive compensation while absent on sick leave, the employee or someone on their behalf shall notify their immediate supervisor prior to or within one (1) hour after the time set for reporting to work except in unusual circumstances. When absence is for three (3) or more consecutive workdays, the employer may require the employee to file a physician's certificate stating cause of absence with the supervisor, for forwarding to the Human Resource Department. The intent of this provision shall not be circumvented by the return of an employee to work for one day and, thereafter taking sick leave for more than three (3) consecutive workdays.

6.8 UNPAID LEAVES OF ABSENCE

The City Manager, upon written request of a full-time employee other than a probationary employee, may grant for the good of service, a leave of absence without pay for a maximum period of one (1) year. The City Manager may grant an extension or an approved leave of absence without pay for an additional period, said extension not to exceed one (1) year.

Leave may be granted if it does not have an unduly adverse impact on the service, the purpose of the leave would be beneficial to the City or would meet some pressing and extreme need of the employee. Requests for an unpaid leave of absence for the birth or adoption of a child may be submitted pursuant to this provision, and consistent with Administrative Policy Memorandum #21 and the Family Medical Leave Act. Whenever granted, such leave shall be in writing and signed by the City Manager. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time the leave was granted and said employee shall retain their seniority based on years of service earned prior to the leave of absence. Failure of the employees to report promptly at the expiration of the leave of absence or within a reasonable time after notice to return to duty shall terminate their right to be reinstated.

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

6.9 VACATION

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

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

Effective on the adoption of the MOU, employees shall accrue vacation in accordance with the table below:

Years of Completed Service	Bi- Weekly	Annual Accrual Rate
0-3 Years	3.08 Hours	80 Hours
4-8 Years	4.62 Hours	120 Hours
9-12 Years	5.38 Hours	140 Hours
13-15 Years	6.15 Hours	160 Hours
16 Years and Over	7.69 Hours	200 Hours

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

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

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

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

~~For fiscal year 2021-2022, employees who take a minimum of 80 hours of vacation or compensatory time off during a fiscal year are eligible to cash in up to 80 hours of accrued vacation balance. In order to be eligible to cash in accrued vacation the employee must have an accrued vacation balance after cashing in vacation of at least 40 hours. An employee must make a written request prior to June 1 of the year.~~

~~Beginning calendar year 2023, u~~Under the following conditions employees may make an irrevocable election to sell back to the City up to eighty (80) hours of accrued vacation leave per fiscal year at the employee's base rate of pay. ~~To remain eligible for~~~~At the time of~~ distribution, the following must be true:

- The employee must have taken a minimum of eighty (80) hours of vacation and/or compensatory time off in the preceding twelve (12) months.
- The employee must have a remaining balance of at least forty (40) hours following the sell back.

These criteria are evaluated at the end of the eleventh (11th) pay period of each calendar year.

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

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

Vacation Scheduling

If two (2) or more employees within the same department request the same vacation day(s) within the same business day, and the department is only able to approve the request of one of the two employees, the request of the employee with the most seniority in the classification shall be approved, unless operational necessity requires the more senior employee to be present due to specialized skills or licenses.

After a request for vacation has been approved by the employee's immediate supervisor, the City shall not rescind/revoke such approval except in the case of an emergency or operational necessity.

6.10 PREMIUM PAY DURING PAID LEAVE

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

SECTION 7.0 PROBATIONARY PERIOD

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

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

SECTION 8.0 HEALTH AND WELFARE BENEFITS

8.1 MEDICAL INSURANCE

The City shall contribute to the cafeteria plan (medical, dental and vision) for each bargaining unit member up to Two Thousand dollars (\$2,000) per month. This monthly contribution includes the City's basic employer contribution for health premiums under PEMHCA which City Council Resolution No. 2279- 02 set as the minimum required under PEMHCA. Employees shall pay premium costs exceeding this amount.

Effective the first pay date of the month following City Council approval of this Agreement, the City shall increase its contribution to the cafeteria plan up to Two Thousand Two Hundred dollars (\$2,200) per month for each bargaining unit member.

Effective the first pay date of 2027, the City shall increase its contribution to the cafeteria plan up to Two Thousand Two Hundred Fifty dollars (\$2,250) per month for each bargaining unit member.

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

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

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

Employees who are ~~also~~ covered for medical benefits through a spouse's or other alternative medical insurance coverage may elect not to enroll in a City group medical plan. In lieu of payment of medical insurance premiums, the City will pay the employee who waives coverage, the amount of three hundred fifty dollars (\$3500) per month, effective the first pay date of the month following City Council approval of this Agreement or \$138.46 per pay period. Employees may elect to receive this payment in cash, paid directly to the employee in their normal paycheck, or to have this amount deposited into the employee's ICMA deferred compensation account. Approval for the cash payment/deferred compensation deposit is subject to acceptance of satisfactory certification of spousal or other alternative medical coverage by the Human Resources Director. Retirees may elect to continue coverage with the group medical plan, if approved by CalPERS.

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

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

8.2 LIFE INSURANCE

The City shall provide life insurance and AD&D coverage for each employee in the amount of \$100,000. Additional life insurance may be provided at employee's expense.

8.3 MEDICAL EXAMINATION

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

8.4 FLEXIBLE BENEFIT PLAN

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

- A. Participating bargaining unit employees shall pay a monthly fee not to exceed \$10.00 as determined by the Plan Administrator.
- B. The City's insurance broker-of-record shall present the City with acceptable alternatives for plan administration.
- C. Plan elements shall include premium conversion, dependent care, un-reimbursed medical and Alternate Benefit.
- D. The Plan shall be made available to all City employees.

8.5 DISABILITY INSURANCE

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

SECTION 9.0 SAFETY

9.1 SAFETY EQUIPMENT, PROTECTIVE CLOTHING, UNIFORMS

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

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

Mechanics, Lead Mechanic and Mechanic Trainee are responsible for providing their own hand tools and socket sets up to 1/2" drive. However, the City will provide Technicians, Mechanics, Lead Mechanic and Mechanic Trainee a tool allowance of \$400/year. Such allowance will be used to pay for hand tools which the employees purchase and use in the course of working on City vehicles. Such allowance will be paid to employees as a reimbursement for tools which have been purchased and are used for work on city vehicles and equipment. Employees will be required to submit receipts in order to be reimbursed.

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

9.2 SAFETY SHOES/BOOTS/GLASSES

The City agrees to pay eligible bargaining unit employees in the Street Division, Parks and Grounds Division, Building Maintenance Division, Building /Code Compliance Inspector, Neighborhood Preservation Inspector, Public Works Inspector, and Garage operation Fleet Division classifications \$~~300~~250 in the second pay period of each fiscal year, to purchase construction type, hard-soled boots to be worn on the job. Effective 7-1-18, the maximum amount will be increased to \$300. The Safety Committee shall develop a list of available boots meeting these requirements.

An employee may elect to receive city-paid basic prescription safety glasses no more than once every two years, based on the employee's VSP eligibility period. "Basic" prescription safety glasses are defined as those furnished with shatterproof lenses, scratch resistant coating, tinting, and side shields, but not including cosmetic lens treatments such as grinding or upgraded frames.

9.3 SAFETY AND TRAINING COMMITTEE

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

Skills and Safety Enhancement Opportunities

The Safety and Training Committee representatives designated by the Union shall meet with the Human Resources Director and/or the Human Resources Director's designee for the purpose of identifying and promoting job skill enhancement, safety and career development training needs for bargaining unit members. Such job skill enhancement, safety and career development training that may be offered may include, but is not necessarily limited to: computer, written and oral presentation, communication, interviewing, ergonomic, cyber security, disaster preparedness, first aid/CPR, hazardous materials, safety on the job in addition to other employment-related training offered by the City.

9.4 WORKPLACE SAFETY

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

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

9.5 DMV EXAMINATIONS

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

SECTION 10.0 GRIEVANCE PROCEDURE/DISCIPLINARY PROCEDURE

10.1 GRIEVANCE DEFINITIONS

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

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

10.2 GRIEVANCE PROCEDURE

Step 1: The employee and/or their representative may present the grievance informally, in writing, or orally, to the immediate management supervisor within ten (10) working days of the occurrence of the dispute or ten (10) working days from such time as the employee or Union could have reasonably been aware of the occurrence. The supervisor shall respond within seven (7) working days of submittal by/or discussion with the grievant.

Step 2: Should the grievance remain unresolved at Step 1; the grievance may be submitted to the Department Head or their designee within seven (7) working days of the discussion held in Step 1. A written response will be given to the employee and the Union within seven (7) working days of submittal to the Department Head or their designee.

Step 3: Should the matter remain unresolved, the grievance will be submitted to the Human Resources Director and/or the City Manager and assigned Union Business Representative who shall meet within twenty (20) working days of receipt of the grievance from Step 2 and attempt to resolve the grievance. The Human Resources Director or City Manager shall provide a written response within ten (10) working days of the date of discussion with the Union Business representative.

Step 4: Should the matter remain unresolved, either party may request the involvement of a Factfinder within thirty (30) days of the meeting held in Step 3. The names of five (5)

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

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

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

10.3 DISCIPLINARY DEFINITIONS

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

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

10.4 SUSPENSION: NOTICE OF INTENT

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

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

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

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

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

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

SECTION 11.0 MISCELLANEOUS PROVISIONS

11.1 EDUCATION REIMBURSEMENT

When an employee voluntarily and with prior approval of the Human Resources Director undertakes any education or training program that will improve their skills and abilities in relation to the job, the City will reimburse the employee upon successful completion of the course for the cost of the course or training. The reimbursement will be limited to \$1,500 per year. If the books are turned over to the City upon course completion, the City shall reimburse the employee for the cost of the books. When the class is of unusual value and cannot be rescheduled during the employee's off hours, the employee may be excused at no loss of pay.

11.2 BENEFICIAL PRACTICES

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

11.3 CONTRACTING OUT

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

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

After meeting with the Union, the City shall determine if the need still exists to issue the RFP. If the RFP results in a lower cost, the City shall have the right to accept the RFP.

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

11.4 HEALTH AND SAFETY

In the event an employee has justifiable reason to believe that safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he/she shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken. Should equipment be necessary, the City shall make every effort to acquire it in an expeditious manner, contingent on available funds. An employee may be reassigned to perform other duties pending full investigation of the alleged unsafe condition and/or equipment and corrective action being taken. In addition, the City agrees to maintain a Safety Committee, which will make recommendations on health and safety issues that occur in the workplace. In order to provide a safe and healthy place to work, the City agrees to comply with laws applicable to its operations concerning the safety of employees covered by this agreement. It is the responsibility of both represented and management employees to comply with all safety rules and regulations established by the City.

11.5 FILLING OF VACANCIES

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

City may make temporary appointments consistent with applicable City Personnel Rules to ensure that services continue to be provided.

11.6 PERSONNEL FILES

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

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

11.7 SAVINGS CLAUSE

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

11.8 REVIEW OF OPERATIONAL ITEMS OF MUTUAL INTEREST

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

11.9 SEPARABILITY

In the event that any portion of this Agreement shall be held to be in violation of any federal or state law or final judicial decision of a court of competent jurisdiction, the balance of the Agreement shall continue in full force and effect, and the parties shall within 60 days of such determination, commence negotiations to re-write the affected provision(s) to remedy the legal defect(s) and to conform as closely as possible to the intent of the original language.

SECTION 12.0 TRANSFER AND PROMOTION PROCEDURES

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

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

Announcements shall be posted for ten workdays.

Non-probationary part-time employees scheduled for year-round weekly assignments of twenty (20) hours or more may request movement to a vacant, full-time position in the same classification within the same department. Such request must be made in writing to the

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

12.1 REALLOCATION OF POSITION

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

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

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

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

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

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

1. Full time employees wishing to exercise transfer rights as provided in Section 8.03 of the

City Personnel System Rules and Regulations.

2. The incumbent in the part-time position, given overall satisfactory job performance and the absence of disciplinary action.
3. Part-time employees requesting movement pursuant to Section 9.00 Transfer, of the Part-time Provisions of this M.O.U.
4. Open competitive examination.

SECTION 13.0 DURATION

This agreement shall continue in full force and effect from January 1, 202~~5~~⁴ to December 31, 202~~7~~⁴.

LETTER OF AGREEMENT

9/80 ALTERNATE WORK SCHEDULE

1. IMPLENTATION

A. WORK PERIOD DEFINED

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

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

B. DAYS OFF

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

C. VACATION

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

D. SICK LEAVE

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

E. BEREAVEMENT LEAVE

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

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

F. MILITARY LEAVE, JURY DUTY

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

G. LUNCH PERIOD/BREAKS

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

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

H. EXCEPTIONS

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

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

I. WORKDAY

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

APPENDIX A-1

City of Union City Salary Compensation Plan Effective 05/30/2022

Bargaining Unit	Pos #	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
SEIU 1021	50520	Administrative Assistant I	4,999	5,229	5,469	5,725	5,987
SEIU 1021	50525	Administrative Assistant II	5,469	5,725	5,987	6,266	6,556
SEIU 1021	50530	Administrative Assistant III	5,987	6,266	6,556	6,863	7,186
SEIU 1021	50290	Bldg./Code Comp. Inspector	7,213	7,547	7,893	8,255	8,632
SEIU 1021	50201	Bldg./Code Comp. Insp. - Trainee	6,360	6,657	6,962	7,281	7,615
SEIU 1021	50255	Building Permit Technician	5,750	6,039	6,330	6,622	6,911
SEIU 1021	50251	Building Permit Technician II	6,252	6,555	6,875	7,210	7,562
SEIU 1021	50566	Communications Coordinator	5,134	5,371	5,617	5,880	6,149
SEIU 1021	50256	Community Development Technician	5,610	5,892	6,179	6,461	6,742
SEIU 1021	50351	Facility Maint - Worker	5,556	5,806	6,068	6,347	6,633
SEIU 1021	50080	Finance Specialist I	4,653	4,861	5,095	5,335	5,583
SEIU 1021	50090	Finance Specialist II	5,095	5,335	5,583	5,852	6,128
SEIU 1021	50100	Finance Specialist III	5,583	5,852	6,128	6,420	6,728
SEIU 1021	50332	Lead Facilities Maintenance Worker	6,511	6,808	7,121	7,437	7,783
SEIU 1021	50537	Lead Outreach Worker	5,365	5,634	5,916	6,211	6,522
SEIU 1021	50323	Lead Veh. Heavy Eqpt. Mech.	6,838	7,148	7,477	7,809	8,172
SEIU 1021	50361	Leisure Services Maintenance Worker	4,936	5,183	5,442	5,714	6,000
SEIU 1021	50360	Maint I - Parks & Grounds	5,081	5,321	5,569	5,830	6,107
SEIU 1021	50330	Maint I - Streets	5,335	5,587	5,848	6,122	6,412
SEIU 1021	50342	Maint II - Parks & Grounds	5,625	5,890	6,164	6,455	6,760
SEIU 1021	50320	Maint II - Streets	5,907	6,185	6,472	6,777	7,098
SEIU 1021	50325	Maint Trainee-Parks & Grounds	4,354	4,556	4,770	4,990	5,223
SEIU 1021	50350	Maint Trainee-Streets	4,354	4,556	4,770	4,990	5,223
SEIU 1021	50500	Office Specialist I	3,941	4,122	4,304	4,496	4,700
SEIU 1021	50505	Office Specialist II	4,293	4,485	4,689	4,903	5,124
SEIU 1021	50510	Office Specialist III	4,685	4,899	5,120	5,356	5,601
SEIU 1021	50560	Preschool Site Supervisor II	3,934	4,131	4,338	4,555	4,782
SEIU 1021	50291	Public Works Inspector	7,102	7,501	7,864	8,244	8,642
SEIU 1021	50370	Public Works Maintenance II	5,625	5,890	6,164	6,455	6,760
SEIU 1021	50110	Recreation Administrative Technician	6,148	6,455	6,778	7,117	7,473
SEIU 1021	50160	Recreation Program Coordinator	5,596	5,869	6,158	6,463	6,779
SEIU 1021	50600	Recycling Programs Coordinator	5,771	6,055	6,353	6,669	6,995
SEIU 1021	50380	Special Projects Coordinator	5,234	5,481	5,736	6,005	6,290
SEIU 1021	50538	Street Outreach Worker	4,018	4,219	4,430	4,652	4,884
SEIU 1021	50341	Street Sweeper Operator	5,691	5,948	6,216	6,502	6,795
SEIU 1021	50517	Transit Coordinator	6,585	6,833	7,245	7,550	7,905
SEIU 1021	50321	Veh. Heavy Eqpt. Mech.	6,105	6,381	6,673	6,975	7,298
SEIU 1021	50326	Vehicle Equipment Technician	4,832	5,072	5,327	5,593	5,872
SEIU 1021	50536	Youth Employment Coordinator	5,365	5,634	5,916	6,211	6,522
SEIU 1021 PT	50375	Facilities Maint Attendant (PT)	24.09	25.29	26.56	27.89	29.29
SEIU 1021 PT	50533	CRS Program Manager (PT)	19.04	19.97	20.98	22.01	23.10
SEIU 1021 PT	50500	Office Specialist I (PT)	22.74	23.78	24.83	25.94	27.12
SEIU 1021 PT	50505	Office Specialist II (PT)	24.77	25.88	27.05	28.29	29.56
SEIU 1021 PT	50510	Office Specialist III (PT)	27.03	28.26	29.54	30.90	32.31
SEIU 1021 PT	50561	Preschool Site Supv. I (PT)	18.40	19.31	20.28	21.29	22.35
SEIU 1021 PT	50532	Program Coordinator (PT)	32.28	33.86	35.53	37.29	39.11
SEIU 1021 PT	50531	Senior Recreation Leader (PT)	15.63	16.43	17.25	18.11	19.04
SEIU 1021 PT	50538	PT Street Outreach Worker (PT)	23.18	24.34	25.56	26.84	28.18

APPENDIX A-1

City of Union City Salary Compensation Plan Effective 04/14/2025

Bargaining Unit	Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
SEIU 1021	50520	Administrative Assistant I	6,125	6,407	6,701	7,015	7,336
SEIU 1021	50525	Administrative Assistant II	6,701	7,015	7,336	7,678	8,033
SEIU 1021	50530	Administrative Assistant III	7,336	7,678	8,033	8,410	8,805
SEIU 1021	50290	Building/Code Compliance Inspector	8,838	9,248	9,672	10,115	10,577
SEIU 1021	50255	Building Permit Technician	7,014	7,366	7,721	8,077	8,430
SEIU 1021	50251	Building Permit Technician II	7,626	7,996	8,386	8,795	9,224
SEIU 1021	50256	Community Development Technician	6,874	7,220	7,568	7,917	8,261
SEIU 1021	50351	Facility Maintenance Worker	6,937	7,249	7,577	7,925	8,282
SEIU 1021	50100	Finance Specialist III	6,723	7,047	7,379	7,731	8,102
SEIU 1021	50539	Homeless Program Outreach Worker	4,923	5,170	5,428	5,700	5,985
SEIU 1021	50332	Lead Facilities Maintenance Worker	8,130	8,501	8,891	9,286	9,718
SEIU 1021	50361	Leisure Services Maintenance Worker	5,773	6,062	6,365	6,683	7,018
SEIU 1021	50360	Maintenance I - Parks & Grounds	6,294	6,592	6,899	7,222	7,565
SEIU 1021	50330	Maintenance I - Streets	6,537	6,846	7,166	7,502	7,857
SEIU 1021	50342	Maintenance II - Parks & Grounds	7,631	7,991	8,363	8,758	9,171
SEIU 1021	50320	Maintenance II - Streets	7,492	7,845	8,209	8,596	9,003
SEIU 1021	50325	Maintenance Trainee - Parks & Grounds	5,394	5,644	5,909	6,182	6,470
SEIU 1021	50350	Maintenance Trainee - Streets	5,335	5,583	5,845	6,114	6,400
SEIU 1021	50200	Neighborhood Preservation Inspector	8,140	8,518	8,908	9,317	9,742
SEIU 1021	50500	Office Specialist I	5,071	5,303	5,538	5,785	6,047
SEIU 1021	50505	Office Specialist II	5,523	5,770	6,033	6,308	6,593
SEIU 1021	50510	Office Specialist III	6,028	6,303	6,587	6,891	7,206
SEIU 1021	50560	Preschool Site Supervisor II	4,820	5,062	5,316	5,581	5,860
SEIU 1021	50291	Public Works Inspector	8,552	9,033	9,470	9,927	10,406
SEIU 1021	50370	Public Works Maintenance II	6,893	7,217	7,553	7,910	8,283
SEIU 1021	50110	Recreation Administrative Technician	7,533	7,910	8,305	8,721	9,157
SEIU 1021	50160	Recreation Program Coordinator	6,946	7,285	7,644	8,022	8,415
SEIU 1021	50380	Special Projects Coordinator	6,413	6,716	7,029	7,358	7,707
SEIU 1021	50538	Street Outreach Worker	4,923	5,170	5,428	5,700	5,985
SEIU 1021	50341	Street Sweeper Operator	6,973	7,288	7,617	7,967	8,326
SEIU 1021	50405	Technical Support Specialist II	7,258	7,630	8,001	8,372	8,703
SEIU 1021	50517	Transit Coordinator	8,174	8,556	8,993	9,372	9,812
SEIU 1021	50321	Vehicle Heavy Equipment Mechanic	7,481	7,819	8,177	8,547	8,943
SEIU 1021	50326	Vehicle Equipment Technician	6,673	7,005	7,357	7,724	8,110
SEIU 1021	50536	Youth Employment Coordinator	6,659	6,993	7,343	7,710	8,096
SEIU 1021	50537	Youth Services Specialist	6,705	7,042	7,394	7,763	8,151
SEIU 1021 PT	50373	Facilities Maintenance Attendant (PT)	30.08	31.58	33.16	34.82	36.57
SEIU 1021 PT	50533	Community and Recreation Program Specialist	23.63	24.79	26.04	27.32	28.67
SEIU 1021 PT	50505	Office Specialist II (PT)	31.87	33.29	34.81	36.39	38.03
SEIU 1021 PT	50510	Office Specialist III (PT)	34.78	36.36	38.00	39.76	41.57
SEIU 1021 PT	50561	Preschool Site Supervisor I (PT)	22.55	23.66	24.85	26.09	27.39
SEIU 1021 PT	50532	Program Coordinator (PT)	40.07	42.03	44.10	46.28	48.55

APPENDIX B

City of Union City

Definitions

Temporary Employee

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

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

Regular Full-Time Employee

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

Regular Part - Time Employee

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

Probationary Employee

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

Probationary Period

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

Provisional Appointment

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

SIDE LETTER – TRANSFER GUIDELINES

The guidelines under this program apply to regular, full-time employees only.

Regular, full-time employees (those who have completed probation) are eligible for consideration for transfer (movement within classification to a different division or department). On an annual basis, eligible employees may indicate their interest in transfer by submitting a transfer application to the Human Resources Department. Transfer guidelines are as follows:

1. Transfer must be within classification.
2. Transfer is open only to employees who have completed probation.
3. Employees who accept a transfer position are subject to successful completion of a six (6) month probationary period.
4. Your current position will not be filled full-time, regular during your six (6) month "transfer" probation.
5. Employees with active discipline in their personnel files (within one year) are not eligible for transfer.
6. Hiring supervisors/managers may elect to use a transfer list, an eligible list or both lists.
7. All transfer candidates who meet the education, experience and physical requirements of the position will be considered when a hiring supervisor/manager elects to use a transfer list.
8. HR will request that all employees who wish to place themselves on a transfer list do so during the month of December.
9. All employees who submit transfer applications during the month of December, and meet all criteria for the position, will have their names placed on the appropriate transfer list and will be eligible for consideration for any openings occurring during the period Jan 1 to Dec 31 of the following year.
10. Employees who accept a transfer assignment will have their eligible dates for salary increases adjusted. Employees will be transferred at their current salary; however, any subsequent movement on the salary range will be based upon the adjusted hire date. An employee who returns to their former position within the six-month period will have their salary increase dates restored.

FOR THE CITY:

DocuSigned by:

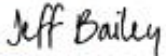


7/27/2022

Lilybell Nakamura, Human
Resources Director

Date

DocuSigned by:



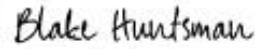
8/5/2022

Jeff Bailey, Union City Chief
Negotiator

Date

FOR SEIU LOCAL 1021

DocuSigned by:

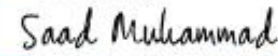


8/5/2022

Blake Huntsman, Chief Negotiator

Date

DocuSigned by:



8/10/2022

Saad Muhammad, Field
Representative

Date

DocuSigned by:

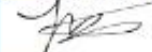


8/15/2022

Charles Bales, Bargaining Team

Date

DocuSigned by:



8/15/2022

Jaymin Munoz, Bargaining Team

Date

DocuSigned by:

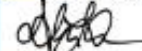


8/15/2022

Michael Jester, Bargaining Team

Date

DocuSigned by:

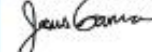


8/15/2022

Alma Gomez, Bargaining Team

Date

DocuSigned by:

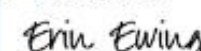


8/15/2022

Jesus Garcia, Bargaining Team

Date

DocuSigned by:

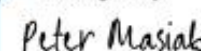


8/25/2022

Erin Ewing, Bargaining Team

Date

DocuSigned by:



8/25/2022

Peter Masiak, Regional Director

Date

SEIU Local 1021

DocuSigned by:



8/26/2022

David Canham, Executive Director

Date

SEIU Local 1021



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF UNION CITY

AND

**SERVICE EMPLOYEES’
INTERNATIONAL UNION (SEIU)
LOCAL 1021**

JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

Table of Contents

SECTION 1.0 RECOGNITION, DISCRIMINATION, & UNION ACTIVITIES.....	5
1.1 RECOGNITION	5
1.2 DISCRIMINATION	6
1.3 NOTICE TO EMPLOYEES	6
1.4 INDEMNIFICATION.....	6
1.5 DUES DEDUCTION.....	6
1.6 BULLETIN BOARD USE, MEETING FACILITIES	7
1.7 UNION REPRESENTATION.....	7
1.8 DATA TO UNION	8
SECTION 2.0 COMPENSATION	8
2.1 SALARY.....	8
2.2 COMMERCIAL DRIVER’S LICENSE COMPENSATION	9
2.3 SPECIAL ASSIGNMENT PAY.....	10
2.4 ACTING PAY	10
2.5 CALL BACK PAY	11
2.6 SPRAY OPERATION.....	11
2.7 BILINGUAL COMPENSATION	11
2.8 STANDBY PAY.....	12
2.9 HAZARD PAY	13
2.10 AUTOMATIC PAYROLL DEPOSIT.....	13
SECTION 3.0 JOB DESCRIPTIONS.....	13
SECTION 4.0 WORK SCHEDULES/OVERTIME.....	14
4.1 WORK WEEK, MEALS, AND BREAKS.....	14
4.2 OVERTIME.....	14
4.3 MEAL ALLOWANCE.....	16
4.4 EMERGENCY CALL-OUT.....	16
SECTION 5.0 RETIREMENT BENEFITS	16
5.1 PUBLIC EMPLOYEES’ RETIREMENT SYSTEM (PERS).....	16
A. CLASSIC MEMBERS	16
B. NEW MEMBERS.....	17
5.2 MILITARY BUYBACK	17
5.3 RETIREE HEALTH SAVINGS ACCOUNT	17
SECTION 6.0 LEAVE ADMINISTRATION	17

6.1	BEREAVEMENT LEAVE.....	17
6.2	HOLIDAYS	18
A.	COMPENSATION FOR HOLIDAYS WORKED	19
B.	CHRISTMAS LEAVE OBSERVED	19
C.	CITY CLOSURE.....	19
6.3	JURY LEAVE	20
6.4	MILITARY LEAVE.....	20
6.5	OCCUPATIONAL INJURY LEAVE	20
6.6	PERSONAL LEAVE.....	21
A.	ADMINISTRATION.....	21
6.7	SICK LEAVE	21
A.	SICK LEAVE UTILIZATION.....	22
B.	SICK LEAVE NOTICE & CERTIFICATION	22
6.8	UNPAID LEAVES OF ABSENCE.....	22
6.9	VACATION.....	23
6.10	PREMIUM PAY DURING PAID LEAVE.....	24
SECTION 7.0 PROBATIONARY PERIOD		24
SECTION 8.0 HEALTH AND WELFARE BENEFITS.....		25
8.1	MEDICAL INSURANCE	25
8.2	LIFE INSURANCE	26
8.3	MEDICAL EXAMINATION.....	26
8.4	FLEXIBLE BENEFIT PLAN.....	26
8.5	DISABILITY INSURANCE	27
SECTION 9.0 SAFETY.....		27
9.1	SAFETY EQUIPMENT, PROTECTIVE CLOTHING, UNIFORMS.....	27
9.2	SAFETY SHOES/BOOTS/GLASSES	27
9.3	SAFETY AND TRAINING COMMITTEE.....	28
9.4	WORKPLACE SAFETY.....	28
9.5	DMV EXAMINATIONS.....	28
SECTION 10.0 GRIEVANCE PROCEDURE/DISCIPLINARY PROCEDURE		28
10.1	GRIEVANCE DEFINITIONS.....	28
10.2	GRIEVANCE PROCEDURE.....	29
10.3	DISCIPLINARY DEFINITIONS	30
10.4	SUSPENSION: NOTICE OF INTENT	30

SECTION 11.0 MISCELLANEOUS PROVISIONS	31
11.1 EDUCATION REIMBURSEMENT	31
11.2 BENEFICIAL PRACTICES.....	31
11.3 CONTRACTING OUT.....	31
11.4 HEALTH AND SAFETY	32
11.5 FILLING OF VACANCIES	32
11.6 PERSONNEL FILES.....	32
11.7 SAVINGS CLAUSE.....	32
11.8 REVIEW OF OPERATIONAL ITEMS OF MUTUAL INTEREST.....	33
11.9 SEPARABILITY	33
SECTION 12.0 TRANSFER AND PROMOTION PROCEDURES	33
12.1 REALLOCATION OF POSITION	33
SECTION 13.0 DURATION.....	34
9/80 ALTERNATE WORK SCHEDULE	35
1. IMPLENTATION.....	35
A. WORK PERIOD DEFINED	35
B. DAYS OFF.....	35
C. VACATION	35
D. SICK LEAVE	35
E. BEREAVEMENT LEAVE	36
F. MILITARY LEAVE, JURY DUTY	36
G. LUNCH PERIOD/BREAKS	36
H. EXCEPTIONS.....	36
I. WORKDAY.....	36
APPENDIX A-1.....	37
APPENDIX B	37
SIDE LETTER – TRANSFER GUIDELINES	39

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

Preamble

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

SECTION 1.0 RECOGNITION, DISCRIMINATION, & UNION ACTIVITIES

The City shall provide reasonable release time to the Chapter President or their designee to make a 30-minute new hire presentation about SEIU Local 1021.

1.1 RECOGNITION

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

Administrative Assistant I	Maintenance I – Parks & Grounds
Administrative Assistant II	Maintenance I – Streets
Administrative Assistant III	Maintenance II – Parks & Grounds
Building Permit Clerk	Maintenance II – Streets
Building Permit Technician	Maintenance Trainee – Parks & Grounds
Building/Code Compliance Inspector	Maintenance Trainee – Streets
Building/Code Compliance Inspector – Trainee	Neighborhood Preservation Inspector
Community Development Technician	Office Specialist I, II, III
CRS Maintenance Worker	Preschool Site Supervisor I (PT)
CRS Program Coordinator	Pre-School Site Supervisor II
CRS Program Manager	Program Coordinator (PT)
CRS Program Manager (PT)	Public Works Inspector
Digital Marketing Specialist	Public Works Maintenance II
Facilities Maintenance Attendant (PT)	Recreation Administrative Technician
Facility Maintenance Worker	Recreation Program Coordinator
Finance Specialist I	Recycling Program Coordinator
Finance Specialist II	Senior Public Works Inspector
Finance Specialist III	Senior Recreation Leader (PT)
Heavy Equipment Mechanic - Lead	Special Projects Coordinator

Heavy Equipment Mechanic I - Fleet
Heavy Equipment Mechanic – Trainee
Vehicle Equipment Technician
Homeless Program Outreach Worker
Lead Facilities Maintenance Worker
Lead Outreach Worker

Street Outreach Worker
Street Sweeper Operator
Transit Coordinator
Technical Support Specialist II
Youth Employment Coordinator
Youth Services Specialist

All sections apply to full-time and part-time employees unless otherwise stated.

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

The City shall provide reasonable release time to the Chapter President or their designee to make a 30-minute new hire presentation about SEIU Local 1021.

1.2 DISCRIMINATION

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

1.3 NOTICE TO EMPLOYEES

The Union may post within the employee work or rest area a written notice which sets forth the classifications included within each representation unit which includes any classification existing in the City and the name and address of the recognized employee organization for each such unit. The City shall also give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current MOU to be supplied by the Union.

1.4 INDEMNIFICATION

The Union shall indemnify and hold harmless the City, its officers, and employees from and against any and all loss, damages, costs, expenses, claims, attorney fees, court costs, demands, actions, suits, judgements, and other proceedings arising out of any action resulting from Section 1.3 or Section 1.5 of this Agreement.

1.5 DUES DEDUCTION

Automatic Payroll Deductions and Remittance

Upon certification by the Union that an employee has signed a deduction authorization card, the Employer will deduct the appropriate dues from the employee's pay as established, and as may be changed from time to time, by the Union and remit such dues to the Union. Employee requests to

cancel or change deductions must be directed to the Union rather than the Employer. Deductions will continue unless and until the City receives written notice of cancellation from the Union.

The Union will be the custodian of records for such Authorization Card and will provide the City with a certification that it has and will maintain a deduction Authorization Card, signed by each individual from whose salary or wages the deduction is to be made ("Certification"). The Union shall not be required to provide the City a copy of the member's deduction Authorization Card unless a dispute arises about the existence or terms of the deduction Authorization Card. However, the Certification will contain sufficient information to allow the City to identify the appropriate level of deductions for each employee.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in an unpaid status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in an unpaid status during only part of the pay period and whose salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over union dues.

The Executive Secretary of SEIU Local 1021 shall notify the City in writing as to the amount of such dues uniformly required of all members of the Union. Monies withheld by the City shall be transmitted to the Officer designated in writing by the Executive Secretary of the Union as a person authorized to receive such funds at the address specified.

1.6 BULLETIN BOARD USE, MEETING FACILITIES

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

1.7 UNION REPRESENTATION

The Union may select four (4) shop stewards, one from each of the following work locations: 1.) Parks, 2.) Streets, 3.) Fleet, Buildings and City Hall, 4.) Leisure Services (Full time and Part time). The Union shall promptly advise the Human Resources Director in writing of the names of the stewards, chapter officers, and negotiating team members. Stewards will be allowed reasonable time off during regular work hours without loss of compensation or other benefits when engaged in investigating and assisting employees at their work location in the resolution of grievances.

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

representatives. In addition, up to ten (10) Union officers and representatives identified by the Union shall be afforded a maximum of eighteen (18) hours paid release time per fiscal year without loss of compensation for the purpose of official Internal Union trainings. City and Union further agree that good labor relations are fostered and maintained through prompt, decisive and fair adjustment of individual grievances at the lowest possible administrative level.

1.8 DATA TO UNION

The City shall furnish the Union, on a monthly basis, the name, date of hire, salary, classification, work location, job title, department, work phone number, home phone number, personal cell phone number, personal email address on file with the City and home address of all newly hired subject to this Agreement. The City shall provide the Union with the same information for active employees at least once every four months.

SECTION 2.0 COMPENSATION

Salary Step increases shall be implemented in the following manner:

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

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

2.1 SALARY

COST OF LIVING:

- Effective the first full pay period following City Council approval of this agreement, all classifications in the bargaining unit shall receive a salary increase of 3.0%.
- Effective the first full pay period in January 2026, all classifications in the bargaining unit shall receive salary increase of 3.0%.
- Effective the first full pay period in January 2027, all classifications in the bargaining unit shall receive salary increase of 3.0%.

EQUITY ADJUSTMENTS:

Effective the first full pay period following City Council approval of this Agreement, the City will provide a market equity adjustment increase for all classifications in the bargaining unit of two percent (2.0%).

- Effective the first full pay period following City Council approval of this agreement, the following classifications shall receive a one-time equity adjustment to the base rate:

Position	Adjustment
Office Specialist I	5.0%
Office Specialist II	5.0%

Office Specialist III	5.0%
Vehicle Equipment Technician	2.0%
Facility Maintenance Worker	1.9%
Facilities Maintenance Attendant	1.9%
Lead Facility Maintenance Worker	1.9%
Program Coordinator (PT)	1.3%
Recreation Program Coordinator	1.3%
Community and Recreation Program Specialist	1.3%
Transit Coordinator	1.3%
Youth Employment Coordinator	1.3%
Maintenance I - Parks & Grounds	1.1%
Maintenance Trainee - Parks & Grounds	1.1%
Maintenance II – Streets	0.5%
Maintenance II - Parks & Grounds	0.2%

2.2 COMMERCIAL DRIVER’S LICENSE COMPENSATION

- Effective the first full pay period following City Council approval of this agreement, the City shall compensate each individual, who is an incumbent in the following position and possesses and maintains a commercial Class A Driver’s License, a 5.0% differential based on the employee’s base salary.
 - 50350 Maintenance Trainee – Streets
- Effective the first full pay period following City Council approval of this agreement, the City shall increase the base salary by 5% for the following positions that require the possession and maintenance of a commercial Class A Driver’s License:
 - 50341 Street Sweeper Operator
 - 50330 Maintenance I – Streets
 - 50320 Maintenance II – Streets
- Effective the first full pay period following City Council approval of this agreement, the City shall revise the job descriptions to require a commercial Class A Driver’s license and increase the base salary by 5% for the following positions:
 - 50321 Heavy Equipment Mechanic I – Fleet
 - 50323 Heavy Equipment Lead - Fleet

- Effective the first full payroll period following City Council approval of this agreement, the City shall compensate each individual, who is an incumbent in the following position and possesses and maintains a commercial Driver's License, a 3.0% differential based on the employee's base salary.
 - 50532-Program Coordinator
 - 50161-Recreation Program Coordinator

2.3 SPECIAL ASSIGNMENT PAY

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

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

2.4 ACTING PAY

An employee assigned in writing by the department head, who pursuant to such assignment, does assume and perform all the ordinary day to day duties and responsibilities of a position of a higher classification for one (1) or more full workday shall be paid an additional five percent (5%) of the regular pay of their own classification, or the first step of the higher classification, whichever is greater, for such time worked in the highest classification. Acting Pay compensation shall not exceed the top step of the higher classification (except for Acting Sweeper Operators as noted below).

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

The City retains the right to determine the circumstances under which Acting Pay will be assigned. When the City makes such an assignment it shall be done in a manner consistent with Section 2.3 of the MOU.

Work assignments of Union employees shall not be changed for the sole purpose of evading the requirements of providing acting pay to an employee who would otherwise be eligible. Acting assignments of thirty (30) days or more shall be rotated, provided the employee is certified as qualified, on the basis of seniority every three months.

Within Public Works, rotation shall be as follows:

Work assignments of Union employees shall not be changed for the sole purpose of evading the requirements of providing acting pay to an employee who would otherwise be eligible. Acting assignments of thirty (30) days or more shall be rotated within the affected crew, to each employee who is certified as qualified, on the basis of seniority within the affected crew, every 30 days.

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

Within Public Works, acting assignment appointment shall be made as follows:

Acting assignments of less than thirty (30) days shall be offered on the basis of seniority within the affected crew, pursuant to overtime assignment processes.

2.5 CALL BACK PAY

An employee called back to work on their day off or called back to work after he/she has completed their regular shift working day and has left their place of employment, shall be paid a minimum of two (2) hours at time and one half of their regular hourly rate of pay. Employees called back to work on weekends and holidays shall be paid a minimum of three (3) hours at time and one half of their regular pay. Employees called back to work between midnight and the beginning of their regular shift shall be paid a minimum of four (4) hours at time and one half their regular straight time pay. It is expressly understood that an employee who works overtime immediately subsequent to their regular work shift shall be compensated at the overtime rate of pay for the time actually worked, with no minimum number of hours of overtime guaranteed.

2.6 SPRAY OPERATION

The City agrees to compensate Maintenance I Parks & Grounds employees who maintain a valid Certified Applicator's license and who are assigned to perform spray operations tasks an additional 5% Special Assignment pay for each hour they are engaged in spraying activities. The City agrees to compensate unlicensed Maintenance I Parks & Grounds employees who are assigned to perform spray operations tasks under the supervision of a licensed employee an additional 2.5% Special Assignment pay for each hour they are engaged in spraying activities. Additionally, the City agrees to pay the required fees for employees who obtain and maintain a valid Certified Applicator's license. The payment of required fees shall be limited to the following:

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

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

2.7 BILINGUAL COMPENSATION

The City will compensate each Union employee one hundred dollars (\$100) per month (\$46.15 per pay period) as compensation for providing oral bilingual skills. The City will compensate each Union employee one hundred and twenty-five dollars (\$125) per month (\$57.69 per pay

period) as compensation for providing oral and written bilingual skills. All employees requesting compensation under this agreement must pass a City test. The test may examine the employee's ability to converse fluently or read and/or write in a language other than English. The City reserves the right to determine the need for a specific language and the number of employees required to provide bilingual skills in each language. Compensated employees agree to utilize their bilingual skills whenever called upon.

The City will compensate each Part-time Union employee fifty dollars (\$50) per month (\$23.08 per pay period) as compensation for providing oral bilingual skills. Employees whose positions are greater than part-time but are less than full time will be compensated seventy-five dollars (\$75) per month (\$34.62 per pay period) as compensation for providing oral bilingual skills. The City will compensate each Union employee sixty-two dollars and fifty cents (\$62.50) per month (\$28.85 per pay period) as compensation for providing oral and written bilingual skills. Employees whose positions are greater than part-time but are less than full time will be compensated ninety dollars (\$90) per month (\$41.54 per pay period) as compensation for providing oral and written bilingual skills. All employees requesting compensation under this agreement must pass a City test. The test may examine the employee's ability to converse fluently, read and/or write in a language other than English. The City reserves the right to determine the need for a specific language and the number of employees required to provide bilingual skills in each language. Compensated employees agree to utilize their bilingual skills whenever called upon.

2.8 STANDBY PAY

Employees who are scheduled on a standby basis for Emergency Call-Out during their off-shift hours shall receive a standby allowance as follows:

- Employees on standby on weekdays (i.e., a sixteen (16) consecutive hour period commencing with the end of the regular scheduled work shift Monday through Friday) shall receive a standby allowance of one (1) hour's pay at the employee's regular hourly rate for each weekday night of standby required.
- Employees on standby on regularly scheduled days off and on holidays (i.e., a twenty-four (24) consecutive hour period commencing at 8:00 A.M.) shall receive a standby allowance of two (2) hours' pay at the employee's regular hourly rate for each of the aforementioned days of standby required.

The standby program for eligible Public Works employees shall be subject to the following terms:

- All PW Maintenance Worker I/II employees are eligible to volunteer to be on the standby list.
- Employees on the standby list will require training on the following:
 - Backhoe operations
 - Traffic control safety
 - Chainsaw/ downed limb safety and right of way clearing
 - Small spill containment
 - Water shut off for parks and landscapes

- Employees will be assigned to the standby schedule by the Department on a rotating bi-weekly basis following the City's pay periods. An employee scheduled for standby may switch a scheduled shift with another employee on the standby list only with advanced notice and approval from the Department.
- While on standby employees must carry the dedicated City-provided duty phone on their person or nearby in order to respond to calls in a timely manner. Employees must ensure that there is sufficient cellular reception to be able to receive calls/messages on the City-provided duty phone or must forward calls to a functioning phone line.
- While on standby employees must answer calls or call back within ten (10) minutes of receiving a call, and when needed report to the Corporation Yard within thirty (30) minutes of the call.
- An employee that fails to respond in a timely manner as described above shall not receive standby pay for that day.

Repeated failure to respond beyond two occasions over a 12-month period could result in placement at the bottom of the standby list.

2.9 HAZARD PAY

The City agrees to pay Employees assigned to clean up blood borne pathogens ("BBP") and other potentially infectious materials ("OPIM") an additional five percent (5%) of the employee's base salary in the employee's present classification for all hours while so assigned.

Other potentially infectious materials ("OPIM") means the following: (1) human body fluids including semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids; (2) Any unfixed tissue or organ (other than intact skin) from a human (living or dead); and (3) HIV-containing cell or tissue cultures, organ cultures, and HIV- or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

Employees assigned will be fully trained to perform the assignment according to CalOsha Requirements. The City agrees to minimize employee exposure to any hazardous materials by continuing to solicit contractors to perform hazardous clean ups.

2.10 AUTOMATIC PAYROLL DEPOSIT

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

SECTION 3.0 JOB DESCRIPTIONS

City and Union agree to jointly review all future amended and new job descriptions. City agrees to give the Union two weeks' notice prior to submittal of the descriptions to the City Council for

approval. Upon notice to the City, the Union may request to meet and confer, in accordance with the MMBA, regarding the modifications of current job descriptions or the creation of future job descriptions. No new or amended job descriptions will be forwarded to the City Council or posted unless and until the Union has had an opportunity to review them.

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

SECTION 4.0 WORK SCHEDULES/OVERTIME

4.1 WORK WEEK, MEALS, AND BREAKS

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

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

It is understood that Management may adjust the above schedule to meet service needs, and the City may also offer, on a case-by-case basis, flexible schedules to employees, subject to mutual agreement between the City and the employee. Breaks shall be taken in accordance with Federal and/or State law.

4.2 OVERTIME

Any work required in excess of the normal workday or workweek shall be considered overtime work. Overtime work shall be recognized only when directly ordered or required by the City Manager, department head, or their designee. Overtime work shall be compensated at the rate of

time and one-half the base pay rate, except that time worked on the 7th consecutive day of the work week shall be paid at two times the hourly rate of pay, provided that the employee must work a full shift on the 5th day or be called in to work for four (4) or more hours on that day. Any full day off (with or without pay) that is not a City holiday is not counted as a workday for the purpose of calculating the 7th consecutive day overtime. Base pay shall include straight time pay, acting pay and special assignment pay when calculating overtime pay.

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

Department procedures for distribution of overtime work will not be changed to avoid the payment of double time. An employee may select compensatory time off in lieu of pay for overtime. In such a case, compensatory time off may be accrued to a maximum of one hundred fifty (150) hours. Hours earned beyond the maximum will be paid out in the employee's paycheck. Compensatory hours may be cashed out up to 120 hours at the end of the fiscal year only provided 80 hours of vacation and/or compensatory hours have been used.

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

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

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

4.3 MEAL ALLOWANCE

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

4.4 EMERGENCY CALL-OUT

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

SECTION 5.0 RETIREMENT BENEFITS

5.1 PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

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

A. CLASSIC MEMBERS

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

- Effective June 5, 2006, 3.5%.
- Effective July 26, 2010, 8%.
- Effective May 25, 2010, 8.5%.
- Effective the Payroll period including June 22, 2015, 9.0%.
- Effective the payroll period including June 20, 2016, 9.5%.

2% at 60: Employees hired on or after November 24, 2010, are provided benefits under the CalPERS 2% at 60 retirement formula, with benefits calculated based on their highest three-year average pensionable salary. The Parties also agreed to employee cost sharing to cover a portion of the costs of the City's CalPERS contributions. The historical cost sharing payments made by these employees is as follows:

- Effective November 24, 2010, 7%.
- Effective May 25, 2015, 7.5%.
- Effective the Payroll period including June 22, 2015, 8.0%.
- Effective the payroll period including June 20, 2016, 8.5%.

B. NEW MEMBERS

CalPERS new members hired by the City on or after January 1, 2013, are provided pension benefits using a 2.0% at 62 formula. New members have historically contributed to CalPERS as follows:

- Effective January 1, 2013, 7%.
- Effective May 25, 2015, 7.5%.
- Effective June 22, 2015, 8%
- Effective the payroll period including July 1, 2016, 8.5%.

5.2 MILITARY BUYBACK

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

5.3 RETIREE HEALTH SAVINGS ACCOUNT

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

SECTION 6.0 LEAVE ADMINISTRATION

Part-time Employees

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

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

6.1 BEREAVEMENT LEAVE

Full-time employees shall be granted paid bereavement leave not to exceed five working days upon the death of a member in the employee's immediate family. Days can be used either consecutively or non-consecutively.

Part-time employees assigned more than twenty hours weekly shall be granted a prorated amount of bereavement leave upon the death of the employee's immediate family. The prorated amount shall be determined by the relationship which the part time employee's regular schedule bears to a full-time schedule.

Immediate family is defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepchild, domestic partner, and other individuals residing in the household for whom employee has legal guardianship.

Employees shall be granted up to one workday bereavement leave to attend the funeral of a close relative not in the employee's immediate family (for example, aunts and uncles).

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

6.2 HOLIDAYS

The City shall observe the following guaranteed holidays:

New Year's Day	January 1
Martin L. King Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth (Effective calendar year 2023)	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November and Friday after Thanksgiving
Christmas Eve	December 24 th – See 6.8 (B) below
Christmas Day	December 25 th

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

Effective fiscal year 2022-2023, each full-time employee shall also be granted twenty-four (24) hours of floating holiday per fiscal year which may be scheduled for use upon approval.

Each part-time employee assigned to regular year-round assignments of more than twenty hours weekly shall be granted a prorated amount of floating holiday hours. The prorated amount shall be determined by the relationship which the part time employee's regular schedule bears to a full-time schedule. Part-time employees assigned to regular, year-round, weekly assignments of twenty (20) hours are eligible for holiday leave equal to the number of scheduled work hours,

when the observed day of the holiday occurs on a regularly scheduled work day.

Any floating holiday hours not used within the fiscal year earned may not be accumulated. The City shall determine the number of holidays falling on a Dark (non-working) Friday for which an employee shall be eligible for floating holiday time prior to the end of July of each year and credit the employee's floating holiday bank with the appropriate number of hours in the pay period prior to the period that the Dark (non-working) Friday falls.

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

A. COMPENSATION FOR HOLIDAYS WORKED

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

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

B. CHRISTMAS LEAVE OBSERVED

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

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

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

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

C. CITY CLOSURE

The City shall be closed between Christmas Eve and New Year's Day. During the period between Christmas Eve and New Year's Day, an employee can take accrued vacation, floating holiday, compensatory time or take the time without compensation. Sick and personal leaves are

not eligible leaves for use during the closure. However, employees who become ill during the furlough may have sick leave substituted provided a medical verification of treatment from the employee's attending physician is provided promptly on return to work. Physician certificate should specify date(s) of illness. The City maintains the right to determine essential services which will still operate during the closure between Christmas Eve and New Year's.

6.3 JURY LEAVE

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

6.4 MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give their department head an opportunity, within the limits of military requirements, to determine when such leave shall be taken.

6.5 OCCUPATIONAL INJURY LEAVE

For employee injury or disability falling within the provisions of the State Worker's Compensation Disability Act, additional compensation equal to the difference between 85% of said employee's regular pay and their disability compensation allowable shall be paid for a total not to exceed 176 hours per year, commencing from the date of injury or equal to one- half (1/2) of the amount of the employee's accumulated sick leave, whichever is greater, as of July 1 of each fiscal year. Leave taken subject to this provision is not reportable to CalPERS and is excluded from service and pension consideration. Included in the calculation of the 176 hours granted will be compensation for any waiting period, however, not included would be related medical appointments. Following exhaustion of this benefit, an employee may utilize accumulated sick leave to the extent available to make up the difference between said employee's regular pay and their disability compensation allowance.

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

Additionally, the City will continue medical, dental, vision care and life insurance premiums for the injured employee and their family at the regular rate for the period the employee is on authorized occupational injury leave.

6.6 PERSONAL LEAVE

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

In addition, for employees who have accumulated a minimum of 100 hours of sick leave as of July 1 of each year, the City will convert eight (8) additional hours of accumulated sick leave for personal leave during the ensuing fiscal year. For employees who have accumulated 200 hours of sick leave as of July 1 of each year, the City will convert twelve (12) additional hours of accumulated sick leave for personal leave purpose. Personal leave hours credited under this provision are non-cumulative. The maximum balance for personal leave is forty (40) hours.

A. ADMINISTRATION

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

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

6.7 SICK LEAVE

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

Employees shall be allowed to convert sixty (60) hours of unused sick leave per fiscal year to their vacation time bank provided the employee maintains a balance of four hundred eighty (480) hours of sick leave. Conversion of sick leave to vacation leave is on an hour-for-hour basis and may only take place at the end of each fiscal year.

A. SICK LEAVE UTILIZATION

Sick leave may be utilized due to the employee's personal illness, injury, maternity, or sickness or injury in the immediate family, in accordance with the provisions outlined in Administrative Policy Memorandum No. 21, Administration of Sick Leave which shall serve as the operating guideline for both employees and management.

Employees shall, whenever possible, make appointments for medical, dental, and similar purposes on non-work hours. If this is not possible, sick leave may be used for these purposes for a minimum of one (1) hour and shall not exceed four (4) hours except in unusual circumstances. Absence for illness may not be charged to sick leave if not already accumulated by the employee. It is the City's intent that discussions regarding an employee's attendance take place in conditions that ensure the employee's privacy rights are safeguarded.

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

B. SICK LEAVE NOTICE & CERTIFICATION

In order to receive compensation while absent on sick leave, the employee or someone on their behalf shall notify their immediate supervisor prior to or within one (1) hour after the time set for reporting to work except in unusual circumstances. When absence is for three (3) or more consecutive workdays, the employer may require the employee to- file a physician's certificate stating cause of absence with the supervisor, for forwarding to the Human Resource Department. The intent of this provision shall not be circumvented by the return of an employee to work for one day and, thereafter taking sick leave for more than three (3) consecutive workdays.

6.8 UNPAID LEAVES OF ABSENCE

The City Manager, upon written request of a full-time employee other than a probationary employee, may grant for the good of service, a leave of absence without pay for a maximum period of one (1) year. The City Manager may grant an extension or an approved leave of absence without pay for an additional period, said extension not to exceed one (1) year.

Leave may be granted if it does not have an unduly adverse impact on the service, the purpose of the leave would be beneficial to the City or would meet some pressing and extreme need of the employee. Requests for an unpaid leave of absence for the birth or adoption of a child may be submitted pursuant to this provision, and consistent with Administrative Policy Memorandum #21 and the Family Medical Leave Act. Whenever granted, such leave shall be in writing and signed by the City Manager. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time the leave was granted and said employee shall retain their seniority based on years of service earned prior to the leave of absence. Failure of the employees to report

promptly at the expiration of the leave of absence or within a reasonable time after notice to return to duty shall terminate their right to be reinstated.

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

6.9 VACATION

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

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

Effective on the adoption of the MOU, employees shall accrue vacation in accordance with the table below:

Years of Completed Service	Bi- Weekly	Annual Accrual Rate
0-3 Years	3.08 Hours	80 Hours
4-8 Years	4.62 Hours	120 Hours
9-12 Years	5.38 Hours	140 Hours
13-15 Years	6.15 Hours	160 Hours
16 Years and Over	7.69 Hours	200 Hours

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

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

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

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

Under the following conditions employees may make an irrevocable election to sell back to the City up to eighty (80) hours of accrued vacation leave per fiscal year at the employee's base rate of pay. To remain eligible for distribution, the following must be true:

- The employee must have taken a minimum of eighty (80) hours of vacation and/or compensatory time off in the preceding twelve (12) months.
- The employee must have a remaining balance of at least forty (40) hours following the sell back.

These criteria are evaluated at the end of the eleventh (11th) pay period of each calendar year.

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

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

Vacation Scheduling

If two (2) or more employees within the same department request the same vacation day(s) within the same business day, and the department is only able to approve the request of one of the two employees, the request of the employee with the most seniority in the classification shall be approved, unless operational necessity requires the more senior employee to be present due to specialized skills or licenses.

After a request for vacation has been approved by the employee's immediate supervisor, the City shall not rescind/revoke such approval except in the case of an emergency or operational necessity.

6.10 PREMIUM PAY DURING PAID LEAVE

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

SECTION 7.0 PROBATIONARY PERIOD

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

Maintenance Trainee - Streets and Maintenance Trainee - Parks and Grounds employees will have a probationary period of two-thousand eighty hours (2,080). Trainees will be provided on-the-job training sufficient to acquire knowledge and skills within specific (quarterly) time frames. Only those Trainees who complete and pass quarterly knowledge and skills examinations and obtain their Class A driver's license within one year, will continue training and employment.

Any Trainee who fails to pass the quarterly examination will be released from the Trainee position. Employees who are hired as a Maintenance Trainee (Streets and Maintenance & Parks and Grounds) and who promote to a Maintenance Worker 1, shall serve maximum probationary period of two-thousand eighty (2080) hours while an incumbent of either the Maintenance Trainee or as a Maintenance Trainee and as a Maintenance Worker I. Employees who promote from a Maintenance Trainee to a Maintenance Worker I shall not be subject to an additional probationary period.

SECTION 8.0 HEALTH AND WELFARE BENEFITS

8.1 MEDICAL INSURANCE

The City shall contribute to the cafeteria plan (medical, dental and vision) for each bargaining unit member up to Two Thousand dollars (\$2,000) per month. This monthly contribution includes the City's basic employer contribution for health premiums under PEMHCA which City Council Resolution No. 2279- 02 set as the minimum required under PEMHCA. Employees shall pay premium costs exceeding this amount.

Effective the first pay date of the month following City Council approval of this Agreement, the City shall increase its contribution to the cafeteria plan up to Two Thousand Two Hundred dollars (\$2,200) per month for each bargaining unit member.

Effective the first pay date of 2027, the City shall increase its contribution to the cafeteria plan up to Two Thousand Two Hundred Fifty dollars (\$2,250) per month for each bargaining unit member.

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

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

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

Employees who are covered for medical benefits through a spouse's or other alternative medical insurance coverage may elect not to enroll in a City group medical plan. In lieu of payment of medical insurance premiums, the City will pay the employee who waives coverage, the amount of three hundred fifty dollars (\$350) per month , effective the first pay date of the month following City Council approval of this Agreement. Employees may elect to receive this payment in cash, paid directly to the employee in their normal paycheck, or to have this amount deposited into the employee's ICMA deferred compensation account. Approval for the cash payment/deferred compensation deposit is subject to acceptance of satisfactory certification of spousal or other alternative medical coverage by the Human Resources Director. Retirees may elect to continue coverage with the group medical plan , if approved by CalPERS.

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

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

8.2 LIFE INSURANCE

The City shall provide life insurance and AD&D coverage for each employee in the amount of \$100,000. Additional life insurance may be provided at employee's expense.

8.3 MEDICAL EXAMINATION

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

8.4 FLEXIBLE BENEFIT PLAN

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

- A. Participating bargaining unit employees shall pay a monthly fee not to exceed \$10.00 as determined by the Plan Administrator.
- B. The City's insurance broker-of-record shall present the City with acceptable alternatives for plan administration.
- C. Plan elements shall include premium conversion, dependent care, un-reimbursed medical and Alternate Benefit.
- D. The Plan shall be made available to all City employees.

8.5 DISABILITY INSURANCE

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

SECTION 9.0 SAFETY

9.1 SAFETY EQUIPMENT, PROTECTIVE CLOTHING, UNIFORMS

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

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

Mechanics, Lead Mechanic and Mechanic Trainee are responsible for providing their own hand tools and socket sets up to 1/2" drive. However, the City will provide Technicians, Mechanics, Lead Mechanic and Mechanic Trainee a tool allowance of \$400/year. Such allowance will be used to pay for hand tools which the employees purchase and use in the course of working on City vehicles. Such allowance will be paid to employees as a reimbursement for tools which have been purchased and are used for work on city vehicles and equipment. Employees will be required to submit receipts in order to be reimbursed.

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

9.2 SAFETY SHOES/BOOTS/GLASSES

The City agrees to pay eligible bargaining unit employees in the Street Division, Parks and Grounds Division, Building Maintenance Division, Building /Code Compliance Inspector, Neighborhood Preservation Inspector, Public Works Inspector, and Fleet Division classifications \$300 in the second pay period of each fiscal year, to purchase construction type, hard-soled boots to be worn on the job. The Safety Committee shall develop a list of available boots meeting these requirements.

An employee may elect to receive city-paid basic prescription safety glasses no more than once every two years, based on the employee's VSP eligibility period. "Basic" prescription safety glasses are defined as those furnished with shatterproof lenses, scratch resistant coating, tinting, and side shields, but not including cosmetic lens treatments such as grinding or upgraded frames.

9.3 SAFETY AND TRAINING COMMITTEE

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

Skills and Safety Enhancement Opportunities

The Safety and Training Committee representatives designated by the Union shall meet with the Human Resources Director and/or the Human Resources Director's designee for the purpose of identifying and promoting job skill enhancement, safety and career development training needs for bargaining unit members. Such job skill enhancement, safety and career development training that may be offered may include, but is not necessarily limited to: computer, written and oral presentation, communication, interviewing, ergonomic, cyber security, disaster preparedness, first aid/CPR, hazardous materials, safety on the job in addition to other employment-related training offered by the City.

9.4 WORKPLACE SAFETY

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

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

9.5 DMV EXAMINATIONS

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

SECTION 10.0 GRIEVANCE PROCEDURE/DISCIPLINARY PROCEDURE

10.1 GRIEVANCE DEFINITIONS

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

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

10.2 GRIEVANCE PROCEDURE

Step 1: The employee and/or their representative may present the grievance informally, in writing, or orally, to the immediate management supervisor within ten (10) working days of the occurrence of the dispute or ten (10) working days from such time as the employee or Union could have reasonably been aware of the occurrence. The supervisor shall respond within seven (7) working days of submittal by/or discussion with the grievant.

Step 2: Should the grievance remain unresolved at Step 1; the grievance may be submitted to the Department Head or their designee within seven (7) working days of the discussion held in Step 1. A written response will be given to the employee and the Union within seven (7) working days of submittal to the Department Head or their designee.

Step 3: Should the matter remain unresolved, the grievance will be submitted to the Human Resources Director and/or the City Manager and assigned Union Business Representative who shall meet within twenty (20) working days of receipt of the grievance from Step 2 and attempt to resolve the grievance. The Human Resources Director or City Manager shall provide a written response within ten (10) working days of the date of discussion with the Union Business representative.

Step 4: Should the matter remain unresolved, either party may request the involvement of a Factfinder within thirty (30) days of the meeting held in Step 3. The names of five (5) Factfinders shall be obtained from the State Conciliation Service. The City and Union shall alternately strike names from the list beginning by a coin flip until one name remains. The City and Union agree to divide the cost equally of said Factfinder. The Factfinder designated to hear the dispute shall be authorized to submit a recommendation(s) to the parties to resolve the dispute. Said recommendation(s) must be accepted by both the Union and the City Council in order to become effective.

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

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

10.3 DISCIPLINARY DEFINITIONS

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

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

10.4 SUSPENSION: NOTICE OF INTENT

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

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

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

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

In the event the recommendation(s) is rejected by either party, the action previously taken, or any compromise settlement reached in Steps 1 through 3 of the appeal procedure shall stand, or other action by the City Council or Union may be considered. The Factfinder shall have no power to

make recommendation(s), which would change, add, delete, or otherwise amend this Agreement or Rules, Regulations or Resolution of the City by reason of their recommendation(s), but shall be limited to the interpretation thereof. Parties who have direct knowledge of circumstances relating to the appeal may be present at the request of either party during any stage of the proceedings. In the case of employees, they shall be compensated at their regular rate of pay for actual time spent in such meetings. The time between the steps of the appeal procedure may be extended by mutual agreement; requests for an agreement to extend the deadline shall be confirmed in writing.

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

SECTION 11.0 MISCELLANEOUS PROVISIONS

11.1 EDUCATION REIMBURSEMENT

When an employee voluntarily and with prior approval of the Human Resources Director undertakes any education or training program that will improve their skills and abilities in relation to the job, the City will reimburse the employee upon successful completion of the course for the cost of the course or training. The reimbursement will be limited to \$1,500 per year. If the books are turned over to the City upon course completion, the City shall reimburse the employee for the cost of the books. When the class is of unusual value and cannot be rescheduled during the employee's off hours, the employee may be excused at no loss of pay.

11.2 BENEFICIAL PRACTICES

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

11.3 CONTRACTING OUT

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

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

After meeting with the Union, the City shall determine if the need still exists to issue the RFP. If the RFP results in a lower cost, the City shall have the right to accept the RFP.

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

11.4 HEALTH AND SAFETY

In the event an employee has justifiable reason to believe that safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he/she shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken. Should equipment be necessary, the City shall make every effort to acquire it in an expeditious manner, contingent on available funds. An employee may be reassigned to perform other duties pending full investigation of the alleged unsafe condition and/or equipment and corrective action being taken. In addition, the City agrees to maintain a Safety Committee, which will make recommendations on health and safety issues that occur in the workplace. In order to provide a safe and healthy place to work, the City agrees to comply with laws applicable to its operations concerning the safety of employees covered by this agreement. It is the responsibility of both represented and management employees to comply with all safety rules and regulations established by the City.

11.5 FILLING OF VACANCIES

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

11.6 PERSONNEL FILES

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

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

11.7 SAVINGS CLAUSE

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

11.8 REVIEW OF OPERATIONAL ITEMS OF MUTUAL INTEREST

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

11.9 SEPARABILITY

In the event that any portion of this Agreement shall be held to be in violation of any federal or state law or final judicial decision of a court of competent jurisdiction, the balance of the Agreement shall continue in full force and effect, and the parties shall within 60 days of such determination, commence negotiations to re-write the affected provision(s) to remedy the legal defect(s) and to conform as closely as possible to the intent of the original language.

SECTION 12.0 TRANSFER AND PROMOTION PROCEDURES

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

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

Announcements shall be posted for ten workdays.

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

12.1 REALLOCATION OF POSITION

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

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

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

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

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

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

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

SECTION 13.0 DURATION

This agreement shall continue in full force and effect from January 1, 2025 to December 31, 2027.

LETTER OF AGREEMENT

9/80 ALTERNATE WORK SCHEDULE

1. IMPLENTATION

A. WORK PERIOD DEFINED

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

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

B. DAYS OFF

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

C. VACATION

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

D. SICK LEAVE

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

E. BEREAVEMENT LEAVE

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

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

F. MILITARY LEAVE, JURY DUTY

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

G. LUNCH PERIOD/BREAKS

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

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

H. EXCEPTIONS

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

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

I. WORKDAY

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

APPENDIX A-1

City of Union City Salary Compensation Plan Effective 04/14/2025

Bargaining Unit	Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
SEIU 1021	50520	Administrative Assistant I	6,125	6,407	6,701	7,015	7,336
SEIU 1021	50525	Administrative Assistant II	6,701	7,015	7,336	7,678	8,033
SEIU 1021	50530	Administrative Assistant III	7,336	7,678	8,033	8,410	8,805
SEIU 1021	50290	Building/Code Compliance Inspector	8,838	9,248	9,672	10,115	10,577
SEIU 1021	50255	Building Permit Technician	7,014	7,366	7,721	8,077	8,430
SEIU 1021	50251	Building Permit Technician II	7,626	7,996	8,386	8,795	9,224
SEIU 1021	50256	Community Development Technician	6,874	7,220	7,568	7,917	8,261
SEIU 1021	50351	Facility Maintenance Worker	6,937	7,249	7,577	7,925	8,282
SEIU 1021	50100	Finance Specialist III	6,723	7,047	7,379	7,731	8,102
SEIU 1021	50539	Homeless Program Outreach Worker	4,923	5,170	5,428	5,700	5,985
SEIU 1021	50332	Lead Facilities Maintenance Worker	8,130	8,501	8,891	9,286	9,718
SEIU 1021	50361	Leisure Services Maintenance Worker	5,773	6,062	6,365	6,683	7,018
SEIU 1021	50360	Maintenance I - Parks & Grounds	6,294	6,592	6,899	7,222	7,565
SEIU 1021	50330	Maintenance I - Streets	6,537	6,846	7,166	7,502	7,857
SEIU 1021	50342	Maintenance II - Parks & Grounds	7,631	7,991	8,363	8,758	9,171
SEIU 1021	50320	Maintenance II - Streets	7,492	7,845	8,209	8,596	9,003
SEIU 1021	50325	Maintenance Trainee - Parks & Grounds	5,394	5,644	5,909	6,182	6,470
SEIU 1021	50350	Maintenance Trainee - Streets	5,335	5,583	5,845	6,114	6,400
SEIU 1021	50200	Neighborhood Preservation Inspector	8,140	8,518	8,908	9,317	9,742
SEIU 1021	50500	Office Specialist I	5,071	5,303	5,538	5,785	6,047
SEIU 1021	50505	Office Specialist II	5,523	5,770	6,033	6,308	6,593
SEIU 1021	50510	Office Specialist III	6,028	6,303	6,587	6,891	7,206
SEIU 1021	50560	Preschool Site Supervisor II	4,820	5,062	5,316	5,581	5,860
SEIU 1021	50291	Public Works Inspector	8,552	9,033	9,470	9,927	10,406
SEIU 1021	50370	Public Works Maintenance II	6,893	7,217	7,553	7,910	8,283
SEIU 1021	50110	Recreation Administrative Technician	7,533	7,910	8,305	8,721	9,157
SEIU 1021	50160	Recreation Program Coordinator	6,946	7,285	7,644	8,022	8,415
SEIU 1021	50380	Special Projects Coordinator	6,413	6,716	7,029	7,358	7,707
SEIU 1021	50538	Street Outreach Worker	4,923	5,170	5,428	5,700	5,985
SEIU 1021	50341	Street Sweeper Operator	6,973	7,288	7,617	7,967	8,326
SEIU 1021	50405	Technical Support Specialist II	7,258	7,630	8,001	8,372	8,703
SEIU 1021	50517	Transit Coordinator	8,174	8,556	8,993	9,372	9,812
SEIU 1021	50321	Vehicle Heavy Equipment Mechanic	7,481	7,819	8,177	8,547	8,943
SEIU 1021	50326	Vehicle Equipment Technician	6,673	7,005	7,357	7,724	8,110
SEIU 1021	50536	Youth Employment Coordinator	6,659	6,993	7,343	7,710	8,096
SEIU 1021	50537	Youth Services Specialist	6,705	7,042	7,394	7,763	8,151
SEIU 1021 PT	50373	Facilities Maintenance Attendant (PT)	30.08	31.58	33.16	34.82	36.57
SEIU 1021 PT	50533	Community and Recreation Program Specialist	23.63	24.79	26.04	27.32	28.67
SEIU 1021 PT	50505	Office Specialist II (PT)	31.87	33.29	34.81	36.39	38.03
SEIU 1021 PT	50510	Office Specialist III (PT)	34.78	36.36	38.00	39.76	41.57
SEIU 1021 PT	50561	Preschool Site Supervisor I (PT)	22.55	23.66	24.85	26.09	27.39
SEIU 1021 PT	50532	Program Coordinator (PT)	40.07	42.03	44.10	46.28	48.55

APPENDIX B

City of Union City

Definitions

Temporary Employee

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

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

Regular Full-Time Employee

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

Regular Part - Time Employee

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

Probationary Employee

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

Probationary Period

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

Provisional Appointment

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

SIDE LETTER – TRANSFER GUIDELINES

The guidelines under this program apply to regular, full-time employees only.

Regular, full-time employees (those who have completed probation) are eligible for consideration for transfer (movement within classification to a different division or department). On an annual basis, eligible employees may indicate their interest in transfer by submitting a transfer application to the Human Resources Department. Transfer guidelines are as follows:

1. Transfer must be within classification.
2. Transfer is open only to employees who have completed probation.
3. Employees who accept a transfer position are subject to successful completion of a six (6) month probationary period.
4. Your current position will not be filled full-time, regular during your six (6) month "transfer" probation.
5. Employees with active discipline in their personnel files (within one year) are not eligible for transfer.
6. Hiring supervisors/managers may elect to use a transfer list, an eligible list or both lists.
7. All transfer candidates who meet the education, experience and physical requirements of the position will be considered when a hiring supervisor/manager elects to use a transfer list.
8. HR will request that all employees who wish to place themselves on a transfer list do so during the month of December.
9. All employees who submit transfer applications during the month of December, and meet all criteria for the position, will have their names placed on the appropriate transfer list and will be eligible for consideration for any openings occurring during the period Jan 1 to Dec 31 of the following year.
10. Employees who accept a transfer assignment will have their eligible dates for salary increases adjusted. Employees will be transferred at their current salary; however, any subsequent movement on the salary range will be based upon the adjusted hire date. An employee who returns to their former position within the six-month period will have their salary increase dates restored.

FOR THE CITY:

DocuSigned by:

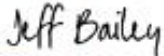


7/27/2022

Lilybell Nakamura, Human
Resources Director

Date

DocuSigned by:



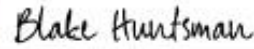
8/5/2022

Jeff Bailey, Union City Chief
Negotiator

Date

FOR SEIU LOCAL 1021

DocuSigned by:

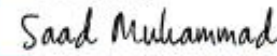


8/5/2022

Blake Huntsman, Chief Negotiator

Date

DocuSigned by:



8/10/2022

Saad Muhammad, Field
Representative

Date

DocuSigned by:

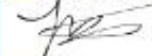


8/15/2022

Charles Bales, Bargaining Team

Date

DocuSigned by:

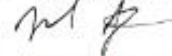


8/15/2022

Jaymin Munoz, Bargaining Team

Date

DocuSigned by:

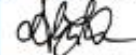


8/15/2022

Michael Jester, Bargaining Team

Date

DocuSigned by:

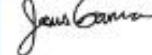


8/15/2022

Alma Gomez, Bargaining Team

Date

DocuSigned by:

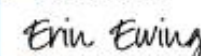


8/15/2022

Jesus Garcia, Bargaining Team

Date

DocuSigned by:

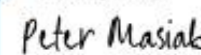


8/25/2022

Erin Ewing, Bargaining Team

Date

DocuSigned by:



8/25/2022

Peter Masiak, Regional Director

Date

SEIU Local 1021

DocuSigned by:



8/26/2022

David Canham, Executive Director

Date

SEIU Local 1021

City of Union City
Classification and Compensation Plan
FY 2024-2025
Effective: April 14, 2025

Amendment #1: October 22, 2024 - Resolution No. 6376-24
Amendment #1a: February 13, 2024 - Resolution No. 6252-24
Amendment #2: December 10, 2024 - Resolution No. 6404-24
Amendment #3: September 24, 2024 - Ordinance No. 926-24
Amendment #4: December 10, 2024 - Resolution No. 6402-24
Amendment #5: December 10, 2024 - Resolution No. 6403-24
Amendment #6: January 14, 2025 - Resolution No. 2025-010
Amendment #7: January 14, 2025 - Resolution No. 2025-009
Amendment #8: April 8, 2025 - Resolution No. 2025-XXX

City of Union City - Classification and Compensation Plan

<u>Bargaining Unit</u>	<u>Job Code</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>FULL-TIME (monthly rates shown)</u>									
City Council	10010	Mayor	2,937						
City Council	10020	Council Member	2,125						
City Manager	20010	City Manager	29,406						
<u>UNREPRESENTED</u>									
			<u>Min.</u>	←	Range	→		<u>Max.</u>	
Dept. Heads	20020	Deputy City Manager	17,902					21,472	
Dept. Heads	20470	Community & Recreation Services Director	17,457					20,930	
Dept. Heads	20515	Economic & Community Development Director	17,457					20,930	
Dept. Heads	20275	Finance Director	17,457					20,930	
Dept. Heads	20280	Human Resources Director	17,457					20,930	
Dept. Heads	20290	Information Technology Director	17,457					20,930	
Dept. Heads	40010	Police Chief	25,624	26,649	27,715	28,824		29,977	
Dept. Heads	20710	Public Works Director	17,786					21,332	
Unrep'd. Mgmt.	20030	City Clerk	12,515	13,088	13,691	14,323		14,988	
Unrep'd. Mgmt.	21410	Deputy Police Chief	22,307	23,353	24,452	25,602		26,817	
Unrep'd. Mgmt.	20145	Human Resources Analyst I	8,473	8,845	9,236	9,647		10,078	
Unrep'd. Mgmt.	20180	Human Resources Manager	13,231	13,840	14,476	15,147		15,850	
Unrep'd. Mgmt.	20930	Supervising Construction Inspector	10,745	11,232	11,745	12,282		12,846	
Unrep'd. Non-Mgmt.	21010	Administrative Specialist - Confidential	7,238	7,602	7,982	8,382		8,802	
Unrep'd. Non-Mgmt.	30800	Human Resources Technician	7,633	8,016	8,407	8,837		9,274	
<u>MANAGEMENT EMPLOYEES' GROUP (MEG)</u>									
Management	20360	Accounting Manager	12,234	12,798	13,385	14,006		14,655	
Management	20590	Chief Building Official/Senior Plans Examiner	14,076	14,723	15,406	16,119		16,873	
Management	20810	City Engineer	15,813	16,551	17,325	18,136		18,988	
Management	20505	Clinical Supervisor	9,400	9,816	10,252	10,711		11,192	
Management	20450	Community & Recreation Services Manager	12,339	12,906	13,503	14,128		14,786	
Management	20508	Community Services Manager	12,339	12,906	13,503	14,128		14,786	
Management	20800	Cyber Security Manager	12,684	13,256	13,855	14,470		15,131	
Management	20630	Economic Development Manager	12,232	12,836	13,440	14,036		14,641	
Management	20600	Environmental Program Manager	12,653	13,238	13,849	14,492		15,167	
Management	20911	Fleet Supervisor	10,978	11,479	12,002	12,554		13,131	
Management	20540	Housing & Community Development Manager	12,548	13,128	13,733	14,370		15,038	
Management	20500	Intervention Counselor I	7,418	7,741	8,077	8,432		8,802	
Management	20090	Management Analyst II	10,059	10,515	10,991	11,488		12,014	
Management	20100	Management Analyst III	12,234	12,798	13,385	14,006		14,655	
Management	20560	Planning Manager	13,406	14,022	14,672	15,352		16,068	
Management	20860	Principal Civil Engineer	13,107	13,713	14,350	15,019		15,718	
Management	20920	Public Works Grounds Supervisor	10,978	11,479	12,002	12,554		13,131	
Management	20910	Public Works Streets Supervisor	10,978	11,479	12,002	12,554		13,131	
Management	20730	Public Works Superintendent	12,759	13,346	13,966	14,613		15,295	
Management	20700	Recycling & Solid Waste Program Manager	11,398	11,920	12,469	13,044		13,647	
Management	20370	Revenue Collections Manager	12,234	12,798	13,385	14,006		14,655	
Management	20912	Transit Manager	12,339	12,906	13,503	14,128		14,786	

City of Union City - Classification and Compensation Plan

<u>Bargaining Unit</u>	<u>Job Code</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>POLICE MANAGEMENT ASSOCIATION (PMA)</u>									
Police Mgmt.	40020	Police Captain	20,254	21,208	22,209	23,260	24,365		
Police Mgmt.	40040	Police Lieutenant	17,170	18,011	18,894	19,830	20,812		
<u>POLICE OFFICERS' ASSOCIATION (POA)</u>									
UCPOA	40095	Community Resources Coordinator	6,744	7,082	7,437	7,807	8,197		
UCPOA	40090	Community Service Aide	6,654	6,950	7,262	7,591	7,937		
UCPOA	40240	Confidential Operations Assistant	7,742	8,130	8,536	8,962	9,411		
UCPOA	40080	Crime Analyst	9,450	9,922	10,417	10,940	11,486		
UCPOA	40241	Executive Assistant to the Police Chief	7,742	8,130	8,536	8,962	9,411		
UCPOA	40063	Personnel and Training Supervisor	7,772	8,161	8,569	8,998	9,450		
UCPOA	40230	Police Department Office Coordinator	6,697	7,034	7,384	7,754	8,143		
UCPOA	40140	Police Office Assistant	6,104	6,410	6,730	7,067	7,420		
UCPOA	40050	Police Officer	9,869	10,325	10,791	11,251	11,817	12,408	13,028
UCPOA	40150	Police Officer Recruit I	7,908						
UCPOA	40160	Police Officer Recruit II	9,436						
UCPOA	40060	Police Records Supervisor	7,772	8,161	8,569	8,998	9,450		
UCPOA	40030	Police Sergeant	13,338	13,937	14,556	15,284	16,048		
UCPOA	40100	Property & Evidence Specialist	6,654	6,950	7,262	7,591	7,937		
UCPOA	40065	Property & Evidence Supervisor	7,772	8,161	8,569	8,998	9,450		
UCPOA	40180	Public Services Officer II	7,100	7,456	7,829	8,218	8,630		
<u>PD UNREPRESENTED PART-TIME (hourly rates shown)</u>									
Unrep. Police PT	60120	Police Cadet	17.44	18.32	19.23				
Unrep. Police PT	60150	Police Officer Trainee	50.38						
<u>PROFESSIONAL EMPLOYEES' GROUP (PEG)</u>									
Professionals	30060	Accountant	8,246	8,657	9,080	9,544	10,017		
Professionals	30250	Assistant Planner	7,332	7,698	8,080	8,486	8,910		
Professionals	30230	Associate Planner	8,532	8,956	9,402	9,874	10,365		
Professionals	30053	Building Code Compliance Coordinator	11,024	11,599	12,177	12,751	13,327		
Professionals	30090	Case Manager	6,527	6,853	7,194	7,555	7,933		
Professionals	30600	Economic Development Coordinator	9,891	10,391	10,855	11,355	11,855		
Professionals	30275	Emergency Services Coordinator	9,074	9,528	9,996	10,498	11,023		
Professionals	30150	Engineer I (Civil)	8,089	8,488	8,915	9,363	9,830		
Professionals	30130	Engineer II (Civil)	8,984	9,432	9,893	10,396	10,911		
Professionals	30120	Engineer III (Civil)	10,270	10,783	11,315	11,882	12,476		
Professionals	30040	Environmental Programs Inspector	9,819	10,336	10,878	11,449	12,054		
Professionals	30095	Homeless Program Coordinator/Case Manager	6,364	6,705	7,045	7,387	7,766		
Professionals	30080	Intervention Counselor	6,768	7,106	7,462	7,836	8,227		
Professionals	30185	Lead Construction Inspector	9,893	10,371	10,813	11,327	11,843		
Professionals	30066	Lead Payroll Technician	8,128	8,495	8,937	9,378	9,893		
Professionals	30100	Recreation Supervisor	8,143	8,551	8,977	9,425	9,896		
Professionals	30020	Senior Accountant	9,533	10,019	10,519	11,040	11,585		
Professionals	30055	Senior Building/Code Compliance Inspector	9,819	10,336	10,878	11,449	12,054		
Professionals	30210	Senior Planner	9,861	10,379	10,927	11,500	12,105		
Professionals	30400	Senior Recreation Supervisor	9,562	10,028	10,517	11,032	11,569		
Professionals	30260	Senior Systems Analyst	11,024	11,599	12,177	12,751	13,327		
Professionals	30320	Sustainability Analyst II	8,461	8,882	9,328	9,794	10,283		
Professionals	30265	Systems Analyst	10,572	11,101	11,656	12,239	12,851		
Professionals	30501	Transit Planner - Assistant	7,041	7,392	7,759	8,148	8,556		
Professionals	30502	Transit Planner - Associate	8,432	8,850	9,291	9,758	10,241		
Professionals	30270	Web and Database Administrator	10,087	10,591	11,121	11,677	12,261		

City of Union City - Classification and Compensation Plan

<u>Bargaining Unit</u>	<u>Job Code</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU)</u>									
SEIU 1021	50520	Administrative Assistant I	6,125	6,407	6,701	7,015	7,336		
SEIU 1021	50525	Administrative Assistant II	6,701	7,015	7,336	7,678	8,033		
SEIU 1021	50530	Administrative Assistant III	7,336	7,678	8,033	8,410	8,805		
SEIU 1021	50290	Building/Code Compliance Inspector	8,838	9,248	9,672	10,115	10,577		
SEIU 1021	50255	Building Permit Technician	7,014	7,366	7,721	8,077	8,430		
SEIU 1021	50251	Building Permit Technician II	7,626	7,996	8,386	8,795	9,224		
SEIU 1021	50256	Community Development Technician	6,874	7,220	7,568	7,917	8,261		
SEIU 1021	50351	Facility Maintenance Worker	6,937	7,249	7,577	7,925	8,282		
SEIU 1021	50100	Finance Specialist III	6,723	7,047	7,379	7,731	8,102		
SEIU 1021	50539	Homeless Program Outreach Worker	4,923	5,170	5,428	5,700	5,985		
SEIU 1021	50332	Lead Facilities Maintenance Worker	8,130	8,501	8,891	9,286	9,718		
SEIU 1021	50361	Leisure Services Maintenance Worker	5,773	6,062	6,365	6,683	7,018		
SEIU 1021	50360	Maintenance I - Parks & Grounds	6,294	6,592	6,899	7,222	7,565		
SEIU 1021	50330	Maintenance I - Streets	6,537	6,846	7,166	7,502	7,857		
SEIU 1021	50342	Maintenance II - Parks & Grounds	7,631	7,991	8,363	8,758	9,171		
SEIU 1021	50320	Maintenance II - Streets	7,492	7,845	8,209	8,596	9,003		
SEIU 1021	50325	Maintenance Trainee - Parks & Grounds	5,394	5,644	5,909	6,182	6,470		
SEIU 1021	50350	Maintenance Trainee - Streets	5,335	5,583	5,845	6,114	6,400		
SEIU 1021	50200	Neighborhood Preservation Inspector	8,140	8,518	8,908	9,317	9,742		
SEIU 1021	50500	Office Specialist I	5,071	5,303	5,538	5,785	6,047		
SEIU 1021	50505	Office Specialist II	5,523	5,770	6,033	6,308	6,593		
SEIU 1021	50510	Office Specialist III	6,028	6,303	6,587	6,891	7,206		
SEIU 1021	50560	Preschool Site Supervisor II	4,820	5,062	5,316	5,581	5,860		
SEIU 1021	50291	Public Works Inspector	8,552	9,033	9,470	9,927	10,406		
SEIU 1021	50370	Public Works Maintenance II	6,893	7,217	7,553	7,910	8,283		
SEIU 1021	50110	Recreation Administrative Technician	7,533	7,910	8,305	8,721	9,157		
SEIU 1021	50160	Recreation Program Coordinator	6,946	7,285	7,644	8,022	8,415		
SEIU 1021	50380	Special Projects Coordinator	6,413	6,716	7,029	7,358	7,707		
SEIU 1021	50538	Street Outreach Worker	4,923	5,170	5,428	5,700	5,985		
SEIU 1021	50341	Street Sweeper Operator	6,973	7,288	7,617	7,967	8,326		
SEIU 1021	50405	Technical Support Specialist II	7,258	7,630	8,001	8,372	8,703		
SEIU 1021	50517	Transit Coordinator	8,174	8,556	8,993	9,372	9,812		
SEIU 1021	50321	Vehicle Heavy Equipment Mechanic	7,481	7,819	8,177	8,547	8,943		
SEIU 1021	50326	Vehicle Equipment Technician	6,673	7,005	7,357	7,724	8,110		
SEIU 1021	50536	Youth Employment Coordinator	6,659	6,993	7,343	7,710	8,096		
SEIU 1021	50537	Youth Services Specialist	6,705	7,042	7,394	7,763	8,151		
<u>SEIU REPRESENTED PART-TIME (hourly rates shown)</u>									
SEIU 1021 PT	50373	Facilities Maintenance Attendant (PT)	30.08	31.58	33.16	34.82	36.57		
SEIU 1021 PT	50533	Community and Recreation Program Specialist	23.63	24.79	26.04	27.32	28.67		
SEIU 1021 PT	50505	Office Specialist II (PT)	31.87	33.29	34.81	36.39	38.03		
SEIU 1021 PT	50510	Office Specialist III (PT)	34.78	36.36	38.00	39.76	41.57		
SEIU 1021 PT	50561	Preschool Site Supervisor I (PT)	22.55	23.66	24.85	26.09	27.39		
SEIU 1021 PT	50532	Program Coordinator (PT)	40.07	42.03	44.10	46.28	48.55		
<u>UNREPRESENTED PART-TIME (hourly rates shown)</u>									
Unrep. Gen. PT	60069	CRS Program Manager (PT)	21.21	22.28	23.39	24.56	25.79		
Unrep. Gen. PT	60100	Preschool Aide (PT)	16.50	17.33					
Unrep. Gen. PT	60090	Preschool Teacher (PT)	18.86	19.80	20.79	21.83	22.92		
Unrep. Gen. PT	60072	Program Coordinator (PT)	24.75	25.99	27.29	28.65	30.08		
Unrep. Gen. PT	60232	Recreation Aide (PT)	16.50	17.33					
Unrep. Gen. PT	60233	Recreation Leader (PT)	17.68	18.56	19.49	20.47	21.49		
Unrep. Gen. PT	60300	Seasonal Maintenance Worker (PT)	23.57						
Unrep. Gen. PT	60234	Senior Recreation Leader (PT)	18.86	19.80	20.79	21.83	22.92		
Unrep. Gen. PT	60600	Intern (PT)	16.50				60.11		
Unrep. Gen. PT	60570	Project Specialist (PT)	16.50				123.49		
Unrep. Gen. PT	60400	Retired Annuitant (PT)	16.50				141.59		



Agenda Item

DATE: 4/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: FISCAL YEAR 2024-2025 MID-YEAR BUDGET REVIEW

EXECUTIVE SUMMARY

See attached staff report.

STRATEGIC PLAN ALIGNMENT

BACKGROUND

DISCUSSION

FISCAL IMPACT

RECOMMENDATION

Prepared by:

Jackie Acosta, Finance Director
Chu Thai, Accounting Manager
Rahnni Le, Revenue Collections Manager

Submitted by:

Chu Thai, Accounting Manager

ATTACHMENTS:

Description	Type
 STAFF REPORT FOR FISCAL YEAR 2024-2025 MID-YEAR BUDGET REVIEW	Staff Report





Agenda Item

DATE: 4/8/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: FISCAL YEAR 2024-2025 MID-YEAR BUDGET REVIEW

EXECUTIVE SUMMARY

Staff recommends that the City Council hear a presentation on the General Fund mid-year budget review for Fiscal Year 2024-2025.

STRATEGIC PLAN

This staff report aligns with Goal A: Financial Stability and Sustainability.

BACKGROUND

For several years, since the cyberattack, the City has been behind in closing its books and preparing year-end audited financial statements. The Fiscal Year 2023-2024 audit is almost complete, and financial statements are being prepared. Staff expects those audited financial statements to be available by the end of April or early May. Once the FY 2023-2024 financial statements are completed, we will finally be caught up and prepared to close FY 2024-2025 in a timely manner. Staff also intends to start providing the City Council with more timely financial updates on a more regular basis.

DISCUSSION

This mid-year budget review focuses on the General Fund, while the upcoming budget process will discuss the General Fund as well as other city funds. Staff thoroughly analyzed historical General Fund revenues and expenditures, assessed financial trends, and, to the best of our ability, has projected Fiscal Year 2024-2025 year-end revenues and expenditures.

At this time, staff is still finalizing the proposed citywide Fiscal Year 2025-2026 and Fiscal Year 2026-2027 operating and capital improvement project budgets and will be seeking City Council input on those budgets at the Special Meeting on Tuesday, April 15th. At the April 15th Special Meeting, departments will present to the City Council their department overview, accomplishments for the past two fiscal years, goals for the next two fiscal years, and any issues affecting their operations. At this meeting, staff would like the City Council to opine on, and provide staff with, priorities for city services. We will then take that direction and incorporate it into the proposed budget, to be presented at future budget study sessions.

General Fund Revenues

Projecting General Fund revenues is challenging, as the City’s various revenue sources each have their own characteristics and trends and have been inconsistent for the past few years, especially during the pandemic. This section looks at General Fund revenue sources since 2019. For Fiscal Year 2024-2025 year-end, staff is projecting General Fund revenues of \$79.5 million. This is \$1.9 million, or 2.5%, greater than the previous year, but \$1.5 million less than two years ago. However, if we back out the \$7,049,913 of non-recurring ARPA funds received in Fiscal Year 2022-2023, the FY 2024-2025 year-end projections are actually \$5.6 million, or 7.5%, more than two years ago (Fiscal Year 2022-2023).

Table 1 below provides information on General Fund revenues for the current and prior two fiscal years by revenue source. The “FY23 Actual” column shows actual revenues received in Fiscal Year 2022-2023, the “Draft FY24 Year End” column shows projected year-end revenues for Fiscal Year 2023-2024, as we wait for the completion of the audit, and the “Projected FY25 Year End” column shows year-end projections for Fiscal Year 2024-2025. This table excludes gains/losses on investments, as they are unrealized and do not impact annual operations.

Table 1 – General Fund Revenues by Category

Revenue Sources (General Fund)	FY23 Actual	Current FY24 Budget	At 3/31/24 FY24 YTD	Draft FY24 Year End	Current FY25 Budget	At 3/31/25 FY25 YTD	Projected FY25 Year End
Property Tax	19,888,365	20,846,035	14,252,229	21,115,479	21,679,877	15,148,624	22,107,500
Property Tax in lieu of VLF	8,472,448	8,890,987	4,517,933	9,035,866	9,246,627	4,738,408	9,477,000
Sales Tax - Bradley Burns	12,456,279	12,131,000	6,872,257	11,464,078	12,518,000	6,853,904	11,113,100
Sales Tax - Measure AA	7,174,437	7,053,000	4,190,408	6,918,301	7,299,000	4,032,782	6,506,400
Transient Occupancy Tax	1,832,773	1,989,423	790,787	1,545,226	2,088,894	1,216,657	1,590,200
Franchise Tax	5,825,882	6,256,464	1,930,760	6,386,526	6,476,122	2,434,135	6,561,600
Business License Tax	1,897,354	1,906,687	1,633,483	2,359,247	1,944,821	1,290,189	2,600,000
Real Property Transfer Tax	322,712	340,000	216,785	280,526	350,000	323,617	396,900
Utility Users' Tax	6,295,863	6,220,286	4,170,922	6,596,476	6,469,098	4,508,061	6,909,700
Cannabis Tax	688,917	775,000	304,277	586,986	800,000	405,940	578,700
Charges for Services	2,638,319	2,322,538	1,675,117	2,568,920	2,413,206	2,010,964	2,950,734
Licenses & Permits	2,977,876	4,070,551	2,625,987	3,740,793	4,938,627	2,227,888	3,566,900
Fines & Forfeitures	263,941	286,892	273,994	347,567	303,736	206,589	258,800
Intergovernmental Revenues	785,277	786,000	823,183	1,040,588	807,000	552,719	861,864
Investment & Rental Income	1,538,217	1,376,200	1,687,994	2,507,790	1,381,200	602,590	2,581,200
Miscellaneous Revenues	862,890	210,681	126,860	235,608	211,486	522,137	611,500
Proceeds from the Sale of Property	2,137	2,000	-	9,781	2,000	-	2,000
Transfers-In	7,049,913	818,000	-	818,000	818,000	-	818,000
TOTAL REVENUES	80,973,601	76,281,744	46,092,976	77,557,758	79,747,694	47,075,202	79,492,098

⁽¹⁾ Excludes Gain/Loss on Investment (unrealized)

For FY25, Union City’s combined tax revenues make up approximately 85% of total General Fund revenues (\$67.8M of \$79.5M). The City is fortunate to have a diverse tax base, including several local tax measures that are more protected from County or State takeaway. While General Fund revenues have increased over the past two years, expenditure are increasing more than revenues.

Property Tax

FY19 Actual	16,268,752	
FY20 Actual	17,225,697	5.88%
FY21 Actual	17,589,175	2.11%
FY22 Actual	18,224,515	3.61%
FY23 Actual	19,888,365	9.13%
FY24 Draft	21,115,479	6.17%
FY25 Projected	22,107,500	4.70%

Property Tax in lieu of VLF

FY19 Actual	6,946,434	
FY20 Actual	7,288,199	4.92%
FY21 Actual	7,681,033	5.39%
FY22 Actual	7,894,566	2.78%
FY23 Actual	8,472,448	7.32%
FY24 Draft	9,035,866	6.65%
FY25 Projected	9,477,000	4.88%

Property tax is a tax imposed on the value of real property, such as land and buildings. Property tax revenue is collected by the County and allocated according to state law among cities, counties, school districts and special districts. Union City property owners pay a basic tax equal to 1% of the assessed value on real property. As part of the State Budget Act of 2004, the legislature reduced motor vehicle license fee (VLF) revenue allocations to cities, replacing this funding with additional property tax allocations that change proportionately with the City's annual assessed valuation ("property tax in-lieu of VLF" revenue). The City's property tax revenue continues to grow from increasing property values and new development in Union City. Property tax is expected to continue its healthy growth.

Staff can confidently predict property tax revenue increases year over year. Assessed home values in California rarely decrease, and with Proposition 13, homeownership turnover leads to greater property tax revenue increases. More development occurring and a hot housing market leads to more property tax revenues for the City. Property taxes (including property tax in-lieu of VLF) account for 40% of the City's FY25 projected general fund revenues.

Sales Tax - Bradley Burns

FY19 Actual	10,878,886	
FY20 Actual	9,989,135	-8.18%
FY21 Actual	10,851,824	8.64%
FY22 Actual	12,010,454	10.68%
FY23 Actual	12,456,279	3.71%
FY24 Draft	11,464,078	-7.97%
FY25 Projected	11,113,100	-3.06%

Sales Tax - Measure AA

FY19 Actual	5,491,347	
FY20 Actual	5,595,634	1.90%
FY21 Actual	6,249,677	11.69%
FY22 Actual	7,148,865	14.39%
FY23 Actual	7,174,437	0.36%
FY24 Draft	6,918,301	-3.57%
FY25 Projected	6,506,400	-5.95%

California sales tax is imposed on the total retail price of tangible personal property (excluding a variety of state-mandated exemptions), while transactional use tax is imposed on the purchaser for eligible transactions when sales tax has not been collected. All cities in California, including Union City, receive 1.0% of the sales tax per state law (the Bradley-Burns Act allocation). Union City also receives 0.5% transactional use tax from the local voter-approved Measure AA of 2010. Unless renewed by voters, this funding will automatically expire on March 31, 2034. Among the various taxes, sales tax is preferred, because it captures revenues from consumers beyond city boundaries.

FY24 shows a \$1.2 million decrease in combined sales tax (Bradley-Burns and Measure AA) from the historical high the year before. Any decrease in revenues, year over year, is a serious issue because city expenses continue to rise. Due to inflation and other socioeconomic factors, consumer demand and buying power is weak. Total combined sales tax was \$19.6 million in FY23, \$18.4 in FY24 and is projected to be \$17.6 million for FY25, which represents 22.2% of total general fund revenues. The City works closely with its sales tax consultant, Avenu Insights, who projected the FY25 sales tax revenues. Exhibit A contains non-confidential sales tax data for Union City and compares us to other cities, counties and the State.

Business License Tax

FY19 Actual	1,713,983	
FY20 Actual	1,851,849	8.04%
FY21 Actual	1,739,458	-6.07%
FY22 Actual	1,787,652	2.77%
FY23 Actual	1,897,354	6.14%
FY24 Draft	2,359,247	24.34%
FY25 Projected	2,600,000	10.20%

Utility Users' Tax

FY19 Actual	-	
FY20 Actual	-	
FY21 Actual	1,026,166	
FY22 Actual	5,285,251	415.05%
FY23 Actual	6,295,863	19.12%
FY24 Draft	6,596,476	4.77%
FY25 Projected	6,909,700	4.75%

The City's Business License Tax was originally enacted in 1969 requiring all businesses operating in Union City to obtain a business license and to pay an associated annual tax to help support City services such as the police and fire, roads, infrastructure, and other services used by local businesses. Since 1990, the City's current business license tax structure has not been updated to reflect the evolving local economy, industries, and workforce. For FY25, business license taxes are projected to be \$2.6 million, approximately 3.3% of total general fund revenues. In November 2024, the community voted to pass Measure QQ, amending the City's Business License Tax Ordinance. The new business license tax structure approved by Measure QQ will not only streamline the administration of business license taxes, it will also generate additional revenue for the General Fund.

The City is transitioning a gross receipts based business tax rate. This makes the tax more equitable among business types, and proportional to the amount of revenues generated. This change in business tax rate also makes it easier for the City to enforce. Surprisingly, utility users' tax is a resilient revenue source for the City. It is fair to assume that consumers will use less gas and electricity as these costs rise, however a reduction in consumption leads to higher rates, because the utility companies must remain operational.

Measure WW, a 5% utility users' tax on electricity, gas, video and telecommunication services, was approved by 57% of local voters in the November 2020 election. UUT revenues are projected to be \$6.9 million in FY25, approximately 8.7%, of total general fund revenues. Unless renewed by voters, this funding will automatically expire on December 31, 2028.

Table 2 - Utility Users' Tax Information

Alameda County City	Tax Rate	Utility Users' Taxes (\$)	Population	Per Capita UUT (\$)
Alameda	7.5%	10,102,930	78,280	129.06
Albany	9.5%	2,557,215	20,271	126.15
Berkeley	7.5%	17,606,482	124,321	141.62
Dublin	-	-	72,589	-
Emeryville	5.5%	3,985,102	12,905	308.80
Fremont	-	-	230,504	-
Hayward	5.5%	25,944,798	162,954	159.22
Livermore	-	-	87,955	-
Newark	3.25%	4,219,024	47,529	88.77
Oakland	7.5%	64,507,560	440,646	146.39
Piedmont	7.5%	1,488,964	11,270	132.12
Pleasanton	-	-	79,871	-
San Leandro	6%	12,483,899	91,008	137.17
Union City	5%	6,295,863	70,143	89.76

source: www.sco.ca.gov 11/15/2024 & Bing/Wikipedia for population

Charges for Services include development plan reviews and inspections, community services classes and programs, and other user fees for services. Licenses and Permits include building permits, fire permits, and parking permits. These two categories are heavily dependent on design standards and quality of life standards within the City. Improved land use, development and design standards require more city resources. Offering more social and recreational programs also comes at a cost. The City should make efforts to receive 100% cost recovery for these services, however that is unlikely with recreation programs.

Charges for Services

FY19 Actual	2,639,800	
FY20 Actual	3,320,884	25.80%
FY21 Actual	1,957,665	-41.05%
FY22 Actual	2,417,512	23.49%
FY23 Actual	2,638,319	9.13%
FY24 Draft	2,568,920	-2.63%
FY25 Projected	2,950,734	14.86%

Licenses & Permits

FY19 Actual	2,713,908	
FY20 Actual	3,283,961	21.00%
FY21 Actual	2,586,183	-21.25%
FY22 Actual	3,086,088	9.33%
FY23 Actual	2,977,876	-3.51%
FY24 Draft	3,740,793	25.62%
FY25 Projected	3,566,900	-4.65%

Investment income has grown over the years due to interest rates as well as portfolio size. For FY25, fines & forfeitures are expected to be less than projected due to the City Council's direction to staff to not enforce parking restrictions in the Station District.

Investment & Rental Income

FY19 Actual		399,705
FY20 Actual		536,213
FY21 Actual		592,162
FY22 Actual		700,669
FY23 Actual		1,538,217
FY24 Draft		2,507,790
FY25 Projected		2,581,200

Fines & Forfeitures

FY19 Actual		564,295
FY20 Actual		340,971
FY21 Actual		171,719
FY22 Actual		213,191
FY23 Actual		263,941
FY24 Draft		347,567
FY25 Projected		258,800

Overall, staff is concerned that FY25 estimated year end revenues is relatively flat from the previous year, only a 2.5% increase. For FY26 and FY27, staff plan to continue being conservative in our revenue projections, and cautious with our proposed expenditures.

General Fund Expenditures

For expenditures, it is reasonable to focus on the General Fund report, because it provides the majority of programs and services offered by the City. The General Fund pays for general policy and administration, police and fire services, parking enforcement, planning, building and economic development, capital project administration, engineering review and inspection, building/grounds maintenance of city parks and facilities, and the framework of our community and recreation services. Other funds pay for cost recoverable community and recreation programs and services, maintenance of public streets lights and landscaping, additional street maintenance, public transit and paratransit, and operations of the city's corporate yard and vehicles.

In FY 2024-2025, the City is transitioning between finance software systems, and we are taking advantage of this opportunity to recategorize some of our program departments and expenditure accounts. Since Finance is still finalizing the FY24 audit, the FY24 year-end revenues and expenditures are considered draft, until the final audit report is available. The numbers in this report may not match previous Finance provided reports, so the focus should be the overall analysis to best project FY25 revenues and expenditures.

Table 3 – General Fund Expenditures by Department

Expenditures By Department	FY23 Actual	Final FY24 Budget	At 3/31/24 FY24 YTD	Draft FY24 Year End	Current FY25 Budget	At 3/31/25 FY25 YTD	Projected FY25 Year End
00-Non-Departmental	1,480,900	(1,496,150)	-	2,779,753	(1,367,552)	410	969,491
11-City Council	361,611	837,838	458,294	654,065	713,222	356,250	533,540
12-City Manager's Office	1,572,893	2,333,937	1,473,767	1,992,961	2,798,156	1,416,247	2,266,183
13-City Attorney	589,477	650,725	326,348	623,108	659,205	313,244	659,205
14-City Clerk	699,823	385,323	255,657	240,825	601,816	241,212	572,690
15-Finance	4,241,309	5,004,207	2,396,055	6,125,728	5,090,817	2,160,861	4,967,998
16-Human Resources	1,061,205	1,217,033	816,828	1,062,851	1,247,919	786,128	1,114,990
17-Information Technology	3,332,007	5,010,614	3,388,855	4,479,845	5,236,877	3,318,412	4,749,705
21-Police	31,444,150	31,657,343	23,108,375	31,017,509	32,444,450	22,353,695	32,384,502
22-Fire	11,754,973	13,159,908	8,556,079	13,183,717	13,881,678	9,234,310	13,881,678
30-Public Works	4,585,877	5,028,851	3,404,834	4,859,834	5,217,080	3,271,147	4,870,975
40-Economic & Comm Dev	3,478,549	5,880,508	3,029,819	4,069,160	6,083,189	3,044,581	4,543,475
50-Community & Rec Svcs	4,181,251	5,608,610	3,475,606	4,607,644	5,777,309	3,163,092	4,647,318
60-Debt Svcs Programs	-	2,180,043	-	2,180,043	3,190,070	-	3,190,070
70-RDA/SA Projects	93	-	-	-	-	-	-
80-Citywide Programs (Non-PW)	992,853	352,161	(314,679)	(217,799)	329,161	289,660	388,041
90-Capital Projects (PW)	755,159	1,732,967	573,076	981,297	1,266,181	570,666	1,198,927
TOTAL EXPENDITURES	70,532,128	79,543,920	50,948,914	78,640,542	83,169,579	50,519,916	80,938,788

Table 4 – General Fund Expenditures by Category

Expenditures By Category	FY23 Actual	Final FY24 Budget	At 3/31/24 FY24 YTD	Draft FY24 Year End	Current FY25 Budget	At 3/31/25 FY25 YTD	Projected FY25 Year End
5A-Salaries and Wages	24,827,092	26,726,221	20,156,863	27,864,147	27,693,955	18,285,159	26,888,090
5B-Employee Benefits	18,374,973	16,646,526	14,217,783	16,811,192	16,761,684	14,889,561	17,791,770
5C-Supplies	617,740	719,846	234,058	457,637	680,032	282,495	484,250
5D-Services	23,675,034	31,068,429	16,176,890	27,810,450	32,836,602	16,437,948	30,573,972
5F-Debt Service	-	-	-	-	-	-	-
5G-Lease Obligation	810,759	753,815	558,096	753,814	758,666	560,543	758,666
5i-Capital Assets	963,287	662,891	(394,776)	(16,494)	279,079	63,799	282,479
5J-Interest Non-Debt	-	-	-	-	-	-	-
5K-Other Expenses	-	-	-	-	-	410	-
5L-Transfer Out	1,480,900	2,966,192	-	4,959,796	4,159,561	-	4,159,561
4X-Other Financing Sources	(217,658)	-	-	-	-	-	-
TOTAL EXPENDITURES	70,532,128	79,543,920	50,948,914	78,640,542	83,169,579	50,519,916	80,938,788

Table 3 and Table 4 above summarize the General Fund expenditures for high-level analysis. Total General Fund expenditures increased by \$8.1 million, from \$70,532,128 (FY23) to \$78,640,542 (FY24), and will increase another \$2.3 million, to \$80,938,788 in FY25.

Between FY23 and FY24, the \$3.0 million increase of Salaries and Wages is high (12% increase), due to the successful filling of vacant positions. However, retaining staff continues to be a challenge for Union City, and vacant positions in FY25 led to a reduction in Salaries and Wages as compared to FY24.

Expenditures for the Supplies category is projected to have a 5.8% increase from \$457,637 (FY24) to \$484,250 (FY25). The Services category is projected to see a 9.9% increase between FY24 and FY25 generally due to the higher cost of fire services (\$720,000 increase), other contractual services (\$351,000), professional services (\$130,000), election services (\$250,000 every other year) repair and maintenance (\$190,000), and utilities (\$112,000).

Of the \$4.2 million of Transfers Out in FY25, \$3,190,070 will be transferred to another fund to pay the debt service on our Pension Obligation Bonds, \$750,000 is going to backfill the shortfall in the Landscape & Lighting Fund, \$150,000 for the Union Landing Pylon Sign Renovation Project, and \$69,491 for the City's required transfer to the PBID Fund for the general benefits costs.

Table 5 – Adopted Budget versus Current Budget, by Department

Expenditures By Department	Adopted FY25 Budget	Current FY25 Budget	Adopted vs Current	At 3/31/25 FY25 YTD	Projected FY25 Year End
00-Non-Departmental	(1,367,552)	(1,367,552)	-	410	969,491
11-City Council	654,222	713,222	59,000	356,250	533,540
12-City Manager's Office	2,734,083	2,798,156	64,073	1,416,247	2,266,183
13-City Attorney	650,000	659,205	9,205	313,244	659,205
14-City Clerk	601,816	601,816	-	241,212	572,690
15-Finance	5,019,857	5,090,817	70,960	2,160,861	4,967,998
16-Human Resources	1,237,619	1,247,919	10,300	786,128	1,114,990
17-Information Technology	4,876,231	5,236,877	360,646	3,318,412	4,749,705
21-Police	32,327,145	32,444,450	117,305	22,353,695	32,384,502
22-Fire	13,881,678	13,881,678	-	9,234,310	13,881,678
30-Public Works	5,101,866	5,217,080	115,214	3,271,147	4,870,975
40-Economic & Comm Dev	5,426,751	6,083,189	656,438	3,044,581	4,543,475
50-Community & Rec Svcs	5,777,309	5,777,309	-	3,163,092	4,647,318
60-Debt Svcs Programs	3,190,070	3,190,070	-	-	3,190,070
70-RDA/SA Projects	-	-	-	-	-
80-Citywide Programs (Non-PW)	329,161	329,161	-	289,660	388,041
90-Capital Projects (PW)	429,505	1,266,181	836,676	570,666	1,198,927
TOTAL EXPENDITURES	80,869,761	83,169,579	2,299,818	50,519,916	80,938,788

Table 6 – Adopted Budget versus Current Budget, by Category

Expenditures By Category	Adopted FY25 Budget	Current FY25 Budget	Adopted vs Current	At 3/31/25 FY25 YTD	Projected FY25 Year End
5A-Salaries and Wages	27,697,125	27,693,955	(3,170)	18,285,159	26,888,090
5B-Employee Benefits	16,761,684	16,761,684	-	14,889,561	17,791,770
5C-Supplies	611,853	680,032	68,179	282,495	484,250
5D-Services	30,647,534	32,836,602	2,189,068	16,437,948	30,573,972
5F-Debt Service	-	-	-	-	-
5G-Lease Obligation	758,666	758,666	-	560,543	758,666
5i-Capital Assets	233,338	279,079	45,741	63,799	282,479
5j-Interest Non-Debt	-	-	-	-	-
5K-Other Expenses	-	-	-	410	-
5L-Transfer Out	4,159,561	4,159,561	-	-	4,159,561
TOTAL EXPENDITURES	80,869,761	83,169,579	2,299,818	50,519,916	80,938,788

Revenues versus Expenditures

Overall, for Fiscal Year 2024-2025, staff project General Fund expenditures, of \$80,938,788, will exceed estimated revenues, of \$79,492,098 presented in Table 1, by approximately \$1.4 million. While this is not an ideal situation for the City, it is acceptable as unfinished projects and services are carried over from Fiscal Year 2023-2024. Table 5 and Table 6 above show the \$2.3 million adjustment between the Adopted FY25 Budget and the Current FY25 budget. Table 5 shows the majority of the carry-overs are for capital projects and special projects within the Economic and Community Development department, and the Information Technology department. Table 6 shows that the majority of the carry-overs are for contractual services and professional consulting services.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council hear a presentation on the General Fund Mid-Year Budget Review for FY 2024-2025.

Prepared by

Jackie Acosta, Finance Director
Chu Thai, Accounting Manager
Rahnni Le, Revenue Collections Manager

Submitted by

Jackie Acosta, Finance Director

Attachments

City of Union City Quarterly Report on Sales Tax and Business Activity



Quarterly Report on Sales Tax and Business Activity

Top 25 Sales Tax Remitters

7-ELEVEN FOOD STORES
 BEST BUY STORES
 BURLINGTON COAT FACTORY
 C.R.LAURENCE CO
 CAMBRIA COMPANY
 CHEVRON SERVICE STATIONS
 FLOR - MMD
 HOME DEPOT
 IN-N-OUT BURGERS
 INSULATION DISTRIBUTORS
 LOWE'S HOME CENTERS
 MIZUHO ORTHOPEDIC SYSTEMS
 RAPID DISPLAYS
 REXEL USA
 ROSS STORES
 SAFEWAY STORES
 SELWAY MACHINE TOOL CO
 SHELL SERVICE STATIONS
 SOUTHERN GLAZER'S OF CA
 TEXAS ROADHOUSE
 TOURNESOL SITEWORKS
 UNION CITY WAREHOUSE
 VALERO SERVICE STATIONS
 WAL MART STORES
 WHCI PLUMBING SUPPLY COMPANY

Business Activity

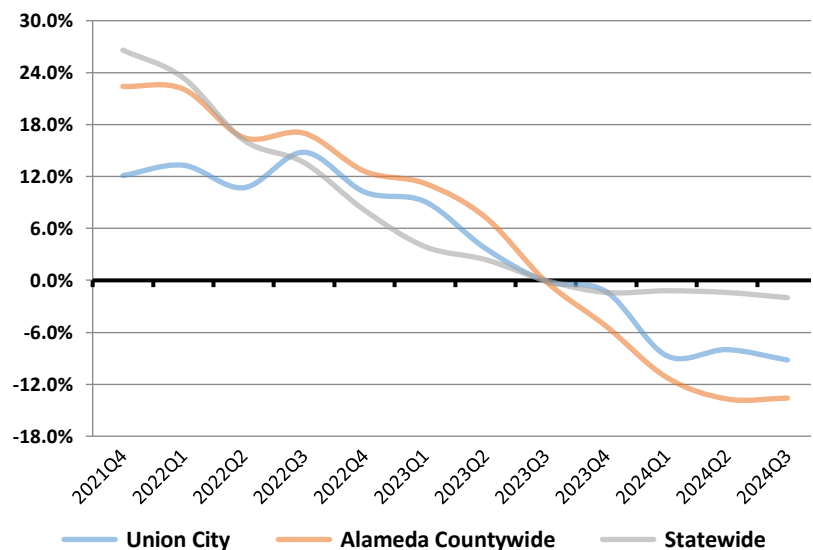
General Retail
 Food Products
 Transportation
 Construction
 Business To Business
TOTAL LOCAL BUSINESS ACTIVITY
COUNTYWIDE POOL ACTIVITY

3rd Quarter 2024 in Review

California sales tax cash receipts decreased by 4.2% from the same quarter last year. In this jurisdiction sales tax cash receipts decreased by 6.5% from the same quarter last year due to a decrease of \$20,682,000 in Taxable Sales.

Cash Receipts	Quarter	Annual
Union City	-6.5%	-9.2%
Alameda Countywide Pool	-7.4%	-3.9%
Alameda Countywide	-12.5%	-13.6%
S.F. Bay Area Region	-7.4%	-5.5%
Statewide	-4.2%	-2.0%

Annualized Percent Change in Sales Tax Cash Receipts



Union City		California	
Quarter	Annual	Quarter	Annual
-2.6%	-2.8%	-1.5%	-0.5%
2.9%	2.2%	0.5%	0.1%
-6.5%	-8.2%	-9.1%	-7.4%
-6.5%	-3.9%	-2.3%	-2.2%
-4.6%	-21.0%	-2.1%	-2.6%
-3.0%	-7.5%	-3.1%	-2.5%
-1.0%	1.2%	-13.2%	-5.6%



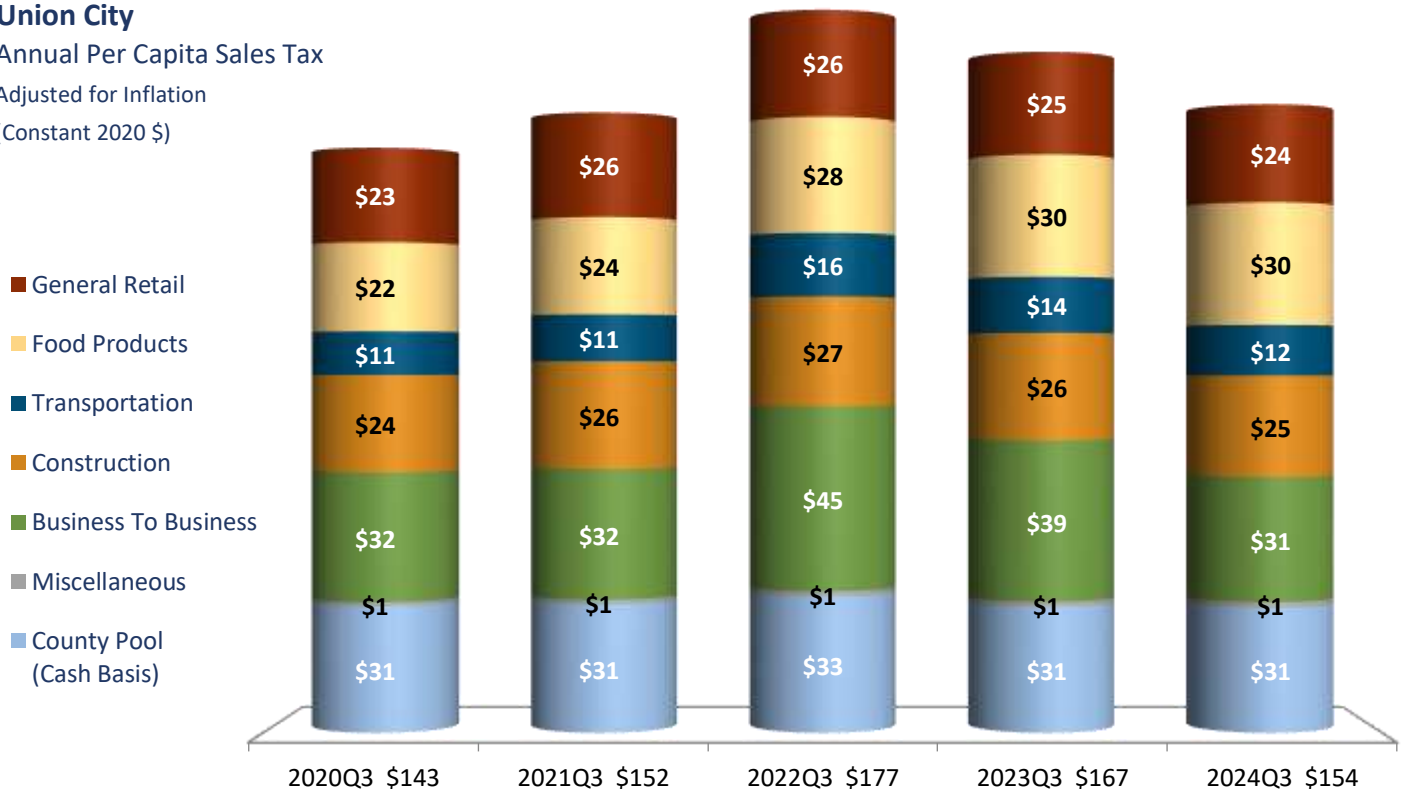
News

- Economic Activity:** Real Gross Domestic Product (GDP) increased at an annual rate of 2.8% in the third quarter of 2024. U.S. inflation ticked up to 2.6% in October of 2024, down 6.5 percentage points from its most recent peak of 9.1% in June 2022. California's headline inflation decreased to 2.7% year over year as of August 2024, down from 3.5% in December of 2023. (DIR, BEA, BLS, November Finance Bulletin)
- Employment:** The U.S. unemployment rate decreased slightly to 4.1% in October of 2024. California's unemployment rate increased slightly to 5.4% in October of 2024, 0.4 percentage point higher than September of 2023 rate of 5.0%. (EDD, BLS, November Finance Bulletin)
- Personal Income:** U.S. personal income increased by 5.2% for the third quarter of 2024, compared to the same quarter previous year. Compensation of employees increased by 5.5%, while personal current taxes increased by 6.7% from the previous period, resulting in a net gain of 5.0% in disposable income. The increase in personal income has reduced the percent decrease in personal savings quarter over quarter for the third quarter of 2024 to 0.9%, as opposed to 29.9% decrease in the second quarter of 2024. (BEA)

Union City

Annual Per Capita Sales Tax

Adjusted for Inflation
(Constant 2020 \$)



S.F. BAY AREA: Quarterly Comparison of 2023Q3 and 2024Q3 (July through September Sales)

	General Retail	Food Products	Transportation	Construction	Business To Bu	Miscellaneous	Jul - Sep 2024 (2024Q3)	Jul - Sep 2023 (2023Q3)	% Chg	Gain	Gain	Decline	Decline
ALAMEDA COUNTY													
ALBANY	-2.6%	-3.7%	-14.3%	2.3%	-9.5%	-25.9%	603,854	644,156	-6.3%	Furniture/Appliance	Bldg.Matls-Retail	Auto Sales - New	Miscellaneous Retail
BERKELEY	-7.4%	5.1%	-11.8%	-4.0%	-14.1%	-7.1%	3,920,742	4,096,869	-4.3%	Restaurants	Miscellaneous Retail	Service Stations	Auto Sales - New
EMERYVILLE	-4.3%	8.9%	-8.9%	-6.4%	-45.9%	-40.9%	1,669,248	1,796,452	-7.1%	Restaurants	Light Industry	Chemical Products	Furniture/Appliance
HAYWARD	-4.5%	4.9%	5.1%	-9.0%	21.0%	-0.9%	10,324,891	9,760,858	5.8%	Heavy Industry	Misc. Vehicle Sales	Bldg.Matls-Whsle	Biotechnology
SAN LEANDRO	-5.2%	-2.8%	-12.1%	-8.5%	13.7%	22.6%	7,820,308	8,023,948	-2.5%	Office Equipment	Green Energy	Bldg.Matls-Whsle	Heavy Industry
UNION CITY	-2.6%	2.9%	-6.5%	-6.5%	-4.6%	23.4%	2,447,909	2,523,532	-3.0%	Restaurants	Office Equipment	Bldg.Matls-Whsle	Service Stations
CONTRA COSTA COUNTY													
ANTIOCH	-3.8%	-5.5%	-21.1%	0.8%	6.4%	-3.7%	3,589,438	3,814,471	-5.9%	Electronic Equipment	Heavy Industry	Service Stations	Auto Sales - New
DANVILLE	-3.6%	-1.0%	-14.0%	5.7%	-3.9%	-64.9%	1,346,380	1,413,475	-4.7%	Food Processing Eqp	Business Services	Service Stations	Department Stores
HERCULES	1.5%	2.4%	-8.3%	-0.4%	12.0%	-23.0%	815,313	788,761	3.4%	Chemical Products	Restaurants	Service Stations	Drug Stores
LAFAYETTE	1.6%	-5.5%	-5.9%	-12.8%	-15.4%	94.0%	667,108	690,812	-3.4%	Miscellaneous Other	Miscellaneous Retail	Restaurants	Service Stations
MORAGA	0.4%	-6.5%	-10.5%	-7.9%	-32.4%	29.0%	260,207	277,772	-6.3%	Business Services	Food Markets	Service Stations	Restaurants
PITTSBURG	-13.6%	-0.8%	-36.0%	-5.8%	93.7%	2.0%	2,707,902	2,775,244	-2.4%	Leasing	Chemical Products	Auto Parts/Repair	Service Stations
RICHMOND	12.9%	-7.9%	-1.7%	-6.6%	-41.7%	26.5%	4,943,064	5,167,513	-4.3%	Miscellaneous Retail	Auto Sales - Used	Green Energy	Service Stations
MARIN COUNTY													
BELVEDERE	-31.1%	1.3%	10.6%	0.0%	38.9%	-78.9%	21,674	26,815	-19.2%	Chemical Products	Auto Parts/Repair	Miscellaneous Retail	Miscellaneous Other
CORTE MADERA	1.6%	11.7%	-13.8%	114.6%	-0.3%	25.8%	1,660,361	1,649,002	0.7%	Bldg.Matls-Retail	Liquor Stores	Auto Sales - New	Restaurants
COUNTY OF MARIN	1.2%	1.6%	15.6%	-13.3%	-13.6%	28.5%	1,435,668	1,380,850	4.0%	Auto Sales - New	Restaurants	Light Industry	Service Stations
FAIRFAX	-12.2%	0.8%	-32.6%	-18.9%	63.7%	-5.1%	171,645	184,391	-6.9%	Food Markets	Liquor Stores	Service Stations	Bldg.Matls-Retail
LARKSPUR	1.8%	-1.2%	-19.7%	-22.7%	-44.8%	3.1%	562,385	607,088	-7.4%	Restaurants	Miscellaneous Retail	Service Stations	Heavy Industry
MILL VALLEY	-2.8%	-0.4%	-7.1%	-1.6%	6.7%	2.4%	797,377	824,125	-3.2%	Restaurants	Furniture/Appliance	Service Stations	Florist/Nursery
NOVATO	-1.6%	-0.1%	16.0%	-0.2%	-1.2%	-24.1%	2,478,253	2,411,350	2.8%	Auto Sales - New	Light Industry	Service Stations	Department Stores
ROSS	-41.3%	59.1%	0.0%	0.0%	53.5%	-100.0%	9,484	7,698	23.2%	Food Processing Eqp	Heavy Industry	Miscellaneous Retail	Recreation Products
SAN ANSELMO	1.7%	-8.6%	-13.7%	0.0%	57.5%	2.2%	292,858	309,684	-5.4%	Miscellaneous Retail	Business Services	Service Stations	Liquor Stores
SAN RAFAEL	-0.1%	-0.9%	-4.7%	-2.3%	8.8%	-12.5%	5,087,541	5,179,704	-1.8%	Electronic Equipment	Miscellaneous Retail	Auto Sales - New	Bldg.Matls-Whsle
SAUSALITO	43.8%	-4.9%	62.1%	4.7%	14.9%	1.5%	619,615	544,855	13.7%	Miscellaneous Retail	Misc. Vehicle Sales	Restaurants	Furniture/Appliance
TIBURON	3.5%	-2.2%	0.0%	0.0%	-37.0%	814.3%	202,149	194,962	3.7%	Miscellaneous Other	Apparel Stores	Food Markets	Restaurants
NAPA COUNTY													
SAINT HELENA	3.8%	-14.1%	-23.3%	-11.5%	5.6%	7.8%	650,735	738,707	-11.9%	Business Services	Apparel Stores	Food Processing Eqp	Restaurants
SAN FRANCISCO COUNTY													
SAN FRANCISCO	-7.1%	-1.7%	-13.8%	-4.4%	-9.5%	7.0%	34,435,234	36,410,554	-5.4%	Electronic Equipment	Bldg.Matls-Retail	Department Stores	Service Stations
SAN MATEO COUNTY													
BRISBANE	98.8%	-7.8%	-61.6%	-9.4%	-22.8%	686.7%	1,167,757	1,219,733	-4.3%	Miscellaneous Retail	Florist/Nursery	Bldg.Matls-Whsle	Heavy Industry
DALY CITY	-0.5%	-0.1%	-4.0%	-1.1%	-15.0%	-2.0%	3,482,417	3,547,341	-1.8%	Auto Sales - Used	Apparel Stores	Auto Sales - New	Service Stations
EAST PALO ALTO	-14.5%	0.0%	-2.9%	-4.8%	-30.5%	33.2%	792,209	870,155	-9.0%	Food Markets	Auto Parts/Repair	Furniture/Appliance	Department Stores
FOSTER CITY	-5.3%	-7.4%	-15.7%	573.0%	15.6%	-46.0%	905,620	861,446	5.1%	Bldg.Matls-Whsle	I.T. Infrastructure	Chemical Products	Restaurants
HALF MOON BAY	1.1%	-4.3%	-5.1%	3.4%	-21.1%	68.4%	715,986	734,961	-2.6%	Miscellaneous Retail	Miscellaneous Other	Restaurants	Service Stations
MENLO PARK	12.9%	-3.3%	-1.6%	6.3%	11.6%	-5.8%	1,239,766	1,198,578	3.4%	Electronic Equipment	Miscellaneous Retail	Light Industry	Restaurants
MILLBRAE	-8.3%	2.2%	-37.2%	14.7%	-13.0%	124.2%	683,187	791,068	-13.6%	Restaurants	Bldg.Matls-Retail	Service Stations	Auto Sales - New
SOUTH SAN FRANCISCO	-8.2%	-1.6%	-15.5%	-12.5%	-8.7%	-89.9%	4,419,738	4,923,993	-10.2%	Service Stations	Chemical Products	Auto Sales - New	Department Stores
SANTA CLARA COUNTY													
CAMPBELL	-11.3%	0.7%	-10.5%	1.2%	-20.8%	-9.7%	2,456,006	2,633,247	-6.7%	Misc. Vehicle Sales	Business Services	I.T. Infrastructure	Service Stations
COUNTY OF SANTA CLARA	-1.5%	5.1%	-14.5%	-1.3%	11.0%	1.5%	1,329,342	1,313,289	1.2%	Restaurants	Electronic Equipment	Auto Sales - Used	Food Markets
CUPERTINO	-2.5%	1.1%	-13.6%	-7.6%	-1.5%	3.6%	8,532,895	8,677,066	-1.7%	I.T. Infrastructure	Restaurants	Office Equipment	Service Stations
GILROY	-2.5%	2.9%	-21.3%	-2.6%	-22.8%	-3.0%	4,059,859	4,510,162	-10.0%	Restaurants	Food Processing Eqp	Auto Sales - New	Heavy Industry

S.F. BAY AREA: Quarterly Comparison of 2023Q3 and 2024Q3 (July through September Sales)

	General Retail	Food Products	Transportation	Construction	Business To Bu	Miscellaneous	Jul - Sep 2024 (2024Q3)	Jul - Sep 2023 (2023Q3)	% Chg	Gain	Gain	Decline	Decline
LOS ALTOS	-2.0%	4.2%	-5.3%	14.7%	31.1%	-6.3%	630,304	610,116	3.3%	Restaurants	Business Services	Service Stations	Furniture/Appliance
LOS ALTOS HILLS	22.7%	-10.3%	-55.6%	-100.0%	-78.7%	154.8%	7,111	8,640	-17.7%	Miscellaneous Retail	Leasing	Office Equipment	Bldg.Matls-Whsle
LOS GATOS	-0.8%	4.2%	-17.0%	42.3%	-5.4%	-67.8%	1,379,468	1,441,499	-4.3%	Restaurants	Bldg.Matls-Retail	Auto Sales - New	Miscellaneous Other
MILPITAS	5.3%	-2.2%	-11.1%	1.9%	-0.4%	-8.1%	5,835,243	5,897,063	-1.0%	Electronic Equipment	Apparel Stores	Service Stations	Office Equipment
MONTE SERENO	-73.6%	-33.2%	0.0%	-100.0%	-3.1%	0.0%	840	1,536	-45.3%	Recreation Products	Office Equipment	Furniture/Appliance	Miscellaneous Retail
MORGAN HILL	-1.1%	-1.0%	-11.8%	-3.2%	-32.9%	-25.1%	2,506,473	2,801,356	-10.5%	Office Equipment	Chemical Products	Energy Sales	Auto Sales - New
MOUNTAIN VIEW	-2.5%	2.1%	-3.3%	-8.7%	-10.2%	-18.4%	4,265,412	4,351,154	-2.0%	Auto Parts/Repair	Restaurants	Service Stations	Auto Sales - New
PALO ALTO	0.2%	3.8%	-19.4%	204.6%	-22.5%	23.9%	7,099,512	7,882,388	-9.9%	Light Industry	Bldg.Matls-Retail	Leasing	Auto Sales - New
SAN JOSE	-5.0%	0.4%	-12.6%	-2.4%	-9.9%	-1.2%	47,059,949	50,440,764	-6.7%	Green Energy	Electronic Equipment	Office Equipment	Auto Sales - New
SANTA CLARA	1.9%	1.3%	-9.8%	7.5%	44.0%	20.2%	15,423,467	12,944,686	19.1%	Office Equipment	Electronic Equipment	Auto Sales - New	Light Industry
SARATOGA	-5.8%	3.2%	-6.4%	139.3%	-18.7%	9.0%	284,436	273,963	3.8%	Bldg.Matls-Whsle	Restaurants	Office Equipment	Service Stations
SUNNYVALE	-18.2%	3.4%	-5.9%	-17.1%	9.6%	7.7%	7,768,657	7,980,480	-2.7%	Light Industry	Business Services	Miscellaneous Retail	Heavy Industry
SONOMA COUNTY													
CLOVERDALE	-0.6%	2.3%	-7.0%	-7.6%	-19.4%	-49.8%	263,781	279,024	-5.5%	Liquor Stores	Apparel Stores	Service Stations	Heavy Industry
COTATI	-14.2%	-2.0%	0.5%	-14.0%	-2.9%	42.5%	581,204	619,001	-6.1%	Miscellaneous Retail	Auto Sales - Used	Bldg.Matls-Retail	Bldg.Matls-Whsle
COUNTY OF SONOMA	-1.3%	-2.1%	-1.4%	-1.2%	-3.5%	47.0%	5,313,805	5,410,416	-1.8%	Restaurants	Misc. Vehicle Sales	Food Processing Eqp	Service Stations
HEALDSBURG	0.1%	-3.3%	-14.8%	-4.7%	-7.3%	1.5%	1,229,146	1,321,483	-7.0%	Restaurants	Miscellaneous Retail	Auto Sales - New	Food Processing Eqp
PETALUMA	-1.9%	-0.3%	-7.5%	4.1%	-9.0%	5.4%	3,280,971	3,380,458	-2.9%	Bldg.Matls-Whsle	Heavy Industry	Auto Sales - New	Light Industry
ROHNERT PARK	-6.6%	8.7%	-4.0%	10.0%	11.7%	-7.2%	2,073,322	2,054,204	0.9%	Food Processing Eqp	Bldg.Matls-Whsle	Department Stores	Service Stations
SANTA ROSA	-4.6%	0.3%	-0.6%	-2.9%	6.8%	-5.9%	9,923,590	10,070,025	-1.5%	Business Services	Auto Sales - New	Service Stations	Department Stores
SEBASTOPOL	-7.9%	-2.9%	-4.0%	-0.3%	-6.3%	-23.7%	466,900	488,051	-4.3%	Bldg.Matls-Retail	Auto Parts/Repair	Drug Stores	Food Processing Eqp
SONOMA	-12.6%	1.2%	-8.4%	-2.1%	6.5%	-15.6%	830,512	863,155	-3.8%	Restaurants	Food Markets	Miscellaneous Retail	Auto Sales - New
WINDSOR	0.1%	-5.7%	-9.8%	-0.7%	-8.9%	-30.4%	1,097,905	1,156,508	-5.1%	Light Industry	Miscellaneous Other	Food Processing Eqp	Misc. Vehicle Sales

UNION CITY

Sales Tax Net Cash Receipts: Two Advances Plus Clean-Up Payment

LAST YEAR CASH RECEIVED > THIS YEAR CASH RECEIVED> CALENDAR SALES QUARTER>	% CHANGE BY MONTH ENDED QUARTER						MOST RECENT FOUR QUARTERS TOTAL			
	Aug-22	Nov-22	Feb-23	May-23	Aug-23	Nov-23	Oct-22 thru	Oct-23 thru	\$ Chg	% Chg.
	Aug-23	Nov-23	Feb-24	May-24	Aug-24	Nov-24	Nov-23	Nov-24		
	23Q2	23Q3	23Q4	24Q1	24Q2	24Q3	2023Q3	2024Q3		
1 OAKLAND	2.9%	-5.9%	-5.0%	-2.8%	-11.7%	-5.2%	60,380,303	56,556,736	-3,823,567	-6.3
2 HAYWARD	7.4%	12.8%	10.7%	16.3%	4.9%	-0.9%	44,771,732	48,033,413	3,261,681	7.3
3 FREMONT	-37.2%	-46.6%	-44.0%	-50.5%	-66.6%	-66.8%	91,437,286	42,158,170	-49,279,116	-53.9
4 LIVERMORE	1.0%	-2.1%	-0.7%	19.9%	-7.4%	-1.2%	38,528,194	39,151,910	623,716	1.6
5 SAN LEANDRO	-5.0%	-3.6%	0.2%	-3.5%	-10.5%	-4.7%	39,439,238	37,618,416	-1,820,823	-4.6
6 DUBLIN	26.8%	12.7%	5.0%	12.8%	4.1%	3.6%	29,785,023	31,579,522	1,794,498	6.0
7 ALAMEDA COUNTY	-6.9%	-102.4%	-7.6%	-8.7%	-9.1%	-7.3%	28,554,666	26,221,935	-2,332,731	-8.2
8 PLEASANTON	10.6%	-5.6%	-13.8%	0.4%	-12.7%	-4.2%	25,811,052	23,700,999	-2,110,053	-8.2
9 BERKELEY	-6.9%	-3.3%	4.2%	2.1%	0.0%	-0.9%	18,604,495	18,850,777	246,281	1.3
10 NEWARK	27.2%	-11.0%	-8.9%	-28.9%	-39.2%	15.4%	18,639,759	15,336,558	-3,303,201	-17.7
11 ALAMEDA	-5.4%	7.6%	-0.7%	4.7%	11.8%	-11.4%	11,829,899	11,937,487	107,589	0.9
12 UNION CITY	-8.0%	-1.7%	-7.7%	-17.2%	-4.8%	-6.5%	12,314,332	11,185,080	-1,129,252	-9.2
13 EMERYVILLE	2.1%	-14.2%	-15.3%	-9.5%	-3.6%	-1.1%	8,427,119	7,794,913	-632,206	-7.5
14 ALBANY	8.8%	-4.0%	-17.4%	-2.0%	-7.6%	-2.1%	3,171,479	2,928,059	-243,420	-7.7
15 PIEDMONT	5.3%	-10.0%	-4.3%	-35.0%	-6.2%	-8.8%	221,172	190,865	-30,308	-13.7
SANTA CLARA CO TOTAL	6.8%	-2.9%	-6.8%	2.7%	-7.3%	-4.7%	582,941,989	558,284,960	-24,657,029	-4.2
ALAMEDA CO TOTAL	-5.3%	-19.2%	-13.0%	-13.2%	-15.7%	-12.5%	431,915,751	373,244,840	-58,670,911	-13.6
CONTRA COSTA CO TOTAL	0.0%	-4.0%	-4.3%	2.9%	0.6%	-10.7%	225,855,273	219,001,147	-6,854,126	-3.0
SAN MATEO CO TOTAL	-2.3%	-11.2%	-0.8%	-0.1%	1.7%	-2.5%	218,955,793	217,977,383	-978,410	-0.4
SAN FRANCISCO CO TOTAL	-4.1%	-6.8%	-8.2%	1.0%	-0.2%	-9.8%	194,415,938	185,805,928	-8,610,010	-4.4
SONOMA CO TOTAL	-2.9%	-8.7%	-4.1%	-1.4%	-2.9%	-6.8%	119,949,425	115,332,210	-4,617,214	-3.8
SOLANO CO TOTAL	0.9%	-0.7%	-3.5%	1.8%	-2.1%	-4.1%	105,091,818	102,903,054	-2,188,764	-2.1
MARIN CO TOTAL	5.1%	46.8%	-1.6%	4.0%	1.5%	-1.6%	64,508,297	64,799,789	291,493	0.5
NAPA CO TOTAL	-2.9%	1.9%	-13.5%	-1.7%	0.0%	-9.5%	48,226,623	45,043,872	-3,182,751	-6.6
South Coast	-0.6%	-2.4%	-4.6%	1.4%	-1.0%	-4.8%	4,100,973,918	4,004,975,173	-95,998,745	-2.3
Inland Empire	-2.8%	-2.5%	4.1%	-0.3%	-0.4%	-1.6%	1,208,575,630	1,215,041,334	6,465,704	0.5
Other Southern	12.3%	28.8%	10.4%	21.1%	1.9%	-12.1%	43,959,451	45,983,124	2,023,673	4.6
Southern California	-1.0%	-2.3%	-2.5%	1.2%	-0.9%	-4.2%	5,353,509,000	5,265,999,631	-87,509,369	-1.6
S.F. Bay Area	0.0%	-7.1%	-7.0%	-1.8%	-5.5%	-7.4%	1,991,860,907	1,882,393,182	-109,467,725	-5.5
Central Valley	-1.9%	-2.8%	4.7%	2.3%	-0.7%	2.0%	1,057,098,780	1,079,282,400	22,183,620	2.1
Sacramento Valley	-2.0%	-1.6%	-1.6%	0.7%	1.2%	-3.5%	694,978,832	689,006,124	-5,972,708	-0.9
Central Coast	0.2%	-1.4%	-2.6%	3.0%	-3.0%	-4.9%	213,843,408	209,460,180	-4,383,228	-2.0
Other Northern	-2.7%	-0.1%	-6.5%	0.5%	2.3%	-9.3%	88,234,049	85,142,098	-3,091,951	-3.5

UNION CITY

Sales Tax Net Cash Receipts: Two Advances Plus Clean-Up Payment

LAST YEAR CASH RECEIVED > THIS YEAR CASH RECEIVED> CALENDAR SALES QUARTER>	% CHANGE BY MONTH ENDED QUARTER						MOST RECENT FOUR QUARTERS TOTAL			
	Aug-22	Nov-22	Feb-23	May-23	Aug-23	Nov-23	Oct-22 thru	Oct-23 thru		
	Aug-23	Nov-23	Feb-24	May-24	Aug-24	Nov-24	Nov-23	Nov-24	\$ Chg	% Chg.
	23Q2	23Q3	23Q4	24Q1	24Q2	24Q3	2023Q3	2024Q3		
North Coast	-4.6%	-0.5%	0.4%	1.8%	-0.8%	-6.9%	66,968,881	65,958,408	-1,010,473	-1.5
Northern California	-1.0%	-4.5%	-2.8%	0.0%	-2.7%	-4.2%	4,112,984,857	4,011,242,392	-101,742,465	-2.5
MUNI/AVENU STATEWIDE	-1.0%	-3.2%	-2.6%	0.7%	-1.7%	-4.2%	9,466,493,856	9,277,242,023	-189,251,833	-2.0



Item 7.1

FY 2024–2025 Mid-Year Budget Review

April 8, 2025

| Executive Summary

- Presentation to the City Council on the Fiscal Year 2024-2025 General Fund Mid-Year budget Review
- Focus: General Fund Revenue and Expenditure Trends and Projections
- The first Budget Study Session on the Proposed FY 2025-2026 & FY 2026-2027 Biennial Budget will be on April 15, 2025 with presentations from each Department Director on their proposed budget.

| General Fund Revenue Overview

- FY25 Projected Revenues: \$79.5M
- 2.5% increase over FY24: \$77.5M
- 7.5% increase over adjusted FY23 (\$80.9M less \$7.0M ARPA funds = \$73.9M in ongoing operating revenues)



General Fund Revenues by Source

Revenue Sources (General Fund)	FY23 Actual	Current FY24 Budget	At 3/31/24 FY24 YTD	Draft FY24 Year End	Current FY25 Budget	At 3/31/25 FY25 YTD	Projected FY25 Year End
Property Tax	19,888,365	20,846,035	14,252,229	21,115,479	21,679,877	15,148,624	22,107,500
Property Tax in lieu of VLF	8,472,448	8,890,987	4,517,933	9,035,866	9,246,627	4,738,408	9,477,000
Sales Tax - Bradley Burns	12,456,279	12,131,000	6,872,257	11,464,078	12,518,000	6,853,904	11,113,100
Sales Tax - Measure AA	7,174,437	7,053,000	4,190,408	6,918,301	7,299,000	4,032,782	6,506,400
Transient Occupancy Tax	1,832,773	1,989,423	790,787	1,545,226	2,088,894	1,216,657	1,590,200
Franchise Tax	5,825,882	6,256,464	1,930,760	6,386,526	6,476,122	2,434,135	6,561,600
Business License Tax	1,897,354	1,906,687	1,633,483	2,359,247	1,944,821	1,290,189	2,600,000
Real Property Transfer Tax	322,712	340,000	216,785	280,526	350,000	323,617	396,900
Utility Users' Tax	6,295,863	6,220,286	4,170,922	6,596,476	6,469,098	4,508,061	6,909,700
Cannabis Tax	688,917	775,000	304,277	586,986	800,000	405,940	578,700
Charges for Services	2,638,319	2,322,538	1,675,117	2,568,920	2,413,206	2,010,964	2,950,734
Licenses & Permits	2,977,876	4,070,551	2,625,987	3,740,793	4,938,627	2,227,888	3,566,900
Fines & Forfeitures	263,941	286,892	273,994	347,567	303,736	206,589	258,800
Intergovernmental Revenues	785,277	786,000	823,183	1,040,588	807,000	552,719	861,864
Investment & Rental Income	1,538,217	1,376,200	1,687,994	2,507,790	1,381,200	602,590	2,581,200
Miscellaneous Revenues	862,890	210,681	126,860	235,608	211,486	522,137	611,500
Proceeds from the Sale of Property	2,137	2,000	-	9,781	2,000	-	2,000
Transfers-In	7,049,913	818,000	-	818,000	818,000	-	818,000
TOTAL REVENUES	80,973,601	76,281,744	46,092,976	77,557,758	79,747,694	47,075,202	79,492,098



Property Tax Revenues

- Property taxes account for about 40% of all General Fund revenues
- Property tax is imposed on the assessed value of real property
- 1% is the basic property tax rate
- Property Tax In Lieu of VLF started with the State Budget Act of 2004

Property Tax

FY19 Actual	16,268,752	
FY20 Actual	17,225,697	5.88%
FY21 Actual	17,589,175	2.11%
FY22 Actual	18,224,515	3.61%
FY23 Actual	19,888,365	9.13%
FY24 Draft	21,115,479	6.17%
FY25 Projected	22,107,500	4.70%

Property Tax in lieu of VLF


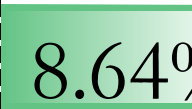

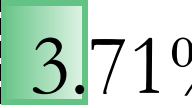

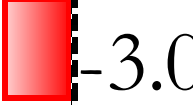
FY19 Actual	6,946,434	
FY20 Actual	7,288,199	4.92%
FY21 Actual	7,681,033	5.39%
FY22 Actual	7,894,566	2.78%
FY23 Actual	8,472,448	7.32%
FY24 Draft	9,035,866	6.65%
FY25 Projected	9,477,000	4.88%



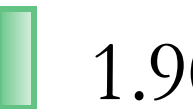
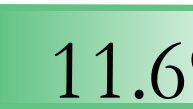
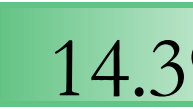
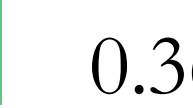


Sales Tax and Measure AA

- Bradley Burns: 1% per State Law
- Measure AA: additional 0.5% approved by Union City voters
- Captures revenues from consumers beyond city boundaries

Sales Tax - Bradley Burns

FY19 Actual	10,878,886		
FY20 Actual	9,989,135		-8.18%
FY21 Actual	10,851,824		8.64%
FY22 Actual	12,010,454		10.68%
FY23 Actual	12,456,279		3.71%
FY24 Draft	11,464,078		-7.97%
FY25 Projected	11,113,100		-3.06%

Sales Tax - Measure AA

FY19 Actual	5,491,347		
FY20 Actual	5,595,634		1.90%
FY21 Actual	6,249,677		11.69%
FY22 Actual	7,148,865		14.39%
FY23 Actual	7,174,437		0.36%
FY24 Draft	6,918,301		-3.57%
FY25 Projected	6,506,400		-5.95%



Business License Tax & Utility Users' Tax

- Businesses are required to obtain a business license to do business in Union City and pay an associated tax to support City services
- Measure QQ: Modified Business Tax Rates Effective April 1, 2025
- Utility Users' Tax: 5% rate approved by the voters in November 2020 and expires on December 31, 2028.

Business License Tax

FY19 Actual	1,713,983	
FY20 Actual	1,851,849	8.04%
FY21 Actual	1,739,458	-6.07%
FY22 Actual	1,787,652	2.77%
FY23 Actual	1,897,354	6.14%
FY24 Draft	2,359,247	24.34%
FY25 Projected	2,600,000	10.20%

Utility Users' Tax

FY19 Actual	-	
FY20 Actual	-	
FY21 Actual	1,026,166	
FY22 Actual	5,285,251	415.05%
FY23 Actual	6,295,863	19.12%
FY24 Draft	6,596,476	4.77%
FY25 Projected	6,909,700	4.75%



Utility Users' Tax Information from Alameda County cities

Alameda County City	Tax Rate	Utility Users' Taxes (\$)	Population	Per Capita UUT (\$)
Alameda	7.5%	10,102,930	78,280	129.06
Albany	9.5%	2,557,215	20,271	126.15
Berkeley	7.5%	17,606,482	124,321	141.62
Dublin	-	-	72,589	-
Emeryville	5.5%	3,985,102	12,905	308.80
Fremont	-	-	230,504	-
Hayward	5.5%	25,944,798	162,954	159.22
Livermore	-	-	87,955	-
Newark	3.25%	4,219,024	47,529	88.77
Oakland	7.5%	64,507,560	440,646	146.39
Piedmont	7.5%	1,488,964	11,270	132.12
Pleasanton	-	-	79,871	-
San Leandro	6%	12,483,899	91,008	137.17
Union City	5%	6,295,863	70,143	89.76

Charges for Services, Licenses & Permits

- Charges for Services: Plan Check Fees, Administrative Fees, Service Fees, Map Filing Fees, Gym Memberships
- License & Permits: Building Permits, Encroachment Permits, Zoning Permits, Burglar Alarm Permits, Fire Permits

Charges for Services

FY19 Actual	2,639,800	
FY20 Actual	3,320,884	25.80%
FY21 Actual	1,957,665	-41.05%
FY22 Actual	2,417,512	23.49%
FY23 Actual	2,638,319	9.13%
FY24 Draft	2,568,920	-2.63%
FY25 Projected	2,950,734	14.86%














Licenses & Permits

FY19 Actual	2,713,908	
FY20 Actual	3,283,961	21.00%
FY21 Actual	2,586,183	-21.25%
FY22 Actual	3,086,088	19.33%
FY23 Actual	2,977,876	-3.51%
FY24 Draft	3,740,793	25.62%
FY25 Projected	3,566,900	-4.65%









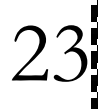

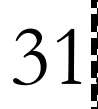


Investments, Fines & Forfeitures

- Investment Income: Has grown due to the raising of interest rates over the last few years and the increase in our portfolio size
- Fines & Forfeitures: Parking citations, Neighborhood Preservation citations, Fireworks citations. Reduction in FY25 is due to the temporary cessation of parking enforcement in the Station District.

Investment & Rental Income

FY19 Actual		399,705	
FY20 Actual		536,213	 34.15%
FY21 Actual		592,162	 10.43%
FY22 Actual		700,669	 18.32%
FY23 Actual		1,538,217	 119.54%
FY24 Draft		2,507,790	 63.03%
FY25 Projected		2,581,200	 2.93%

Fines & Forfeitures

FY19 Actual		564,295	
FY20 Actual		340,971	 -39.58%
FY21 Actual		171,719	 -49.64%
FY22 Actual		213,191	 24.15%
FY23 Actual		263,941	 23.81%
FY24 Draft		347,567	 31.68%
FY25 Projected		258,800	 -25.54%

| General Fund Expenditure Overview

- FY25 Projected: \$80.9M
- Exceeds revenues by \$1.4M (due to project carry-overs)
- \$2.3M, or 2.9%, higher than FY24 - \$78.6M



General Fund Expenditure by Department

Expenditures By Department	FY23 Actual	Final FY24 Budget	At 3/31/24 FY24 YTD	Draft FY24 Year End	Current FY25 Budget	At 3/31/25 FY25 YTD	Projected FY25 Year End
00-Non-Departmental	1,480,900	(1,496,150)	-	2,779,753	(1,367,552)	410	969,491
11-City Council	361,611	837,838	458,294	654,065	713,222	356,250	533,540
12-City Manager's Office	1,572,893	2,333,937	1,473,767	1,992,961	2,798,156	1,416,247	2,266,183
13-City Attorney	589,477	650,725	326,348	623,108	659,205	313,244	659,205
14-City Clerk	699,823	385,323	255,657	240,825	601,816	241,212	572,690
15-Finance	4,241,309	5,004,207	2,396,055	6,125,728	5,090,817	2,160,861	4,967,998
16-Human Resources	1,061,205	1,217,033	816,828	1,062,851	1,247,919	786,128	1,114,990
17-Information Technology	3,332,007	5,010,614	3,388,855	4,479,845	5,236,877	3,318,412	4,749,705
21-Police	31,444,150	31,657,343	23,108,375	31,017,509	32,444,450	22,353,695	32,384,502
22-Fire	11,754,973	13,159,908	8,556,079	13,183,717	13,881,678	9,234,310	13,881,678
30-Public Works	4,585,877	5,028,851	3,404,834	4,859,834	5,217,080	3,271,147	4,870,975
40-Economic & Comm Dev	3,478,549	5,880,508	3,029,819	4,069,160	6,083,189	3,044,581	4,543,475
50-Community & Rec Svcs	4,181,251	5,608,610	3,475,606	4,607,644	5,777,309	3,163,092	4,647,318
60-Debt Svcs Progams	-	2,180,043	-	2,180,043	3,190,070	-	3,190,070
70-RDA/SA Projects	93	-	-	-	-	-	-
80-Citywide Programs (Non-PW)	992,853	352,161	(314,679)	(217,799)	329,161	289,660	388,041
90-Capital Projects (PW)	755,159	1,732,967	573,076	981,297	1,266,181	570,666	1,198,927
TOTAL EXPENDITURES	70,532,128	79,543,920	50,948,914	78,640,542	83,169,579	50,519,916	80,938,788

General Fund Expenditure by Category

- Salaries: Projected slightly lower in FY 25 due additional vacancies after filling several vacancies in FY24
- Services: FY25 increasing 9.9% due to increases in fire services contract, contractual services, professional services, election services, repair & maintenance and utilities

Expenditures By Category	FY23 Actual	Final FY24 Budget	At 3/31/24 FY24 YTD	Draft FY24 Year End	Current FY25 Budget	At 3/31/25 FY25 YTD	Projected FY25 Year End
5A-Salaries and Wages	24,827,092	26,726,221	20,156,863	27,864,147	27,693,955	18,285,159	26,888,090
5B-Employee Benefits	18,374,973	16,646,526	14,217,783	16,811,192	16,761,684	14,889,561	17,791,770
5C-Supplies	617,740	719,846	234,058	457,637	680,032	282,495	484,250
5D-Services	23,675,034	31,068,429	16,176,890	27,810,450	32,836,602	16,437,948	30,573,972
5F-Debt Service	-	-	-	-	-	-	-
5G-Lease Obligation	810,759	753,815	558,096	753,814	758,666	560,543	758,666
5i-Capital Assets	963,287	662,891	(394,776)	(16,494)	279,079	63,799	282,479
5J-Interest Non-Debt	-	-	-	-	-	-	-
5K-Other Expenses	-	-	-	-	-	410	-
5L-Transfer Out	1,480,900	2,966,192	-	4,959,796	4,159,561	-	4,159,561
4X-OthrFinancingSources	(217,658)	-	-	-	-	-	-
TOTAL EXPENDITURES	70,532,128	79,543,920	50,948,914	78,640,542	83,169,579	50,519,916	80,938,788

| FY 2024-2025 Revenue vs. Expenditure Summary

- FY25 Projected Year-End Revenues: \$79.5M
- FY25 Projected Year-End Expenditures: \$80.9M
- Shortfall (use of reserves): \$1.4M
 - Not ideal, but not acceptable since there were \$2.3M of carryovers from FY24
 - The General Fund has sufficient reserves to cover the shortfall

| Next Steps:

- April 15th Special Meeting for departmental budget presentations and Council budget direction and priorities
- Develop a balanced FY2025-2026 & 2026-2027 Biennial Budget and an updated 5-Year Capital Improvement Program
- Continue monitoring revenues and expenditures and adjusting when necessary



| Questions, Discussion & Recommendation:

- Staff is available to answer questions from the City Council
- Recommendation: Receive and file this staff report