

**RESOLUTION NO. 50-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PACIFICA AND PACIFICA BATTALION CHIEFS FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2023**

**WHEREAS**, a Memorandum of Understanding has been negotiated in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA") and agreed to by the Pacifica Battalion Chiefs, and the Pacifica Battalion Chiefs bargaining unit has ratified the Memorandum of Understanding; and

**WHEREAS**, said Memorandum of Understanding, as ratified by the Pacifica Battalion Chiefs and as approved by the City Attorney, is attached hereto along with revised salary schedules for the Pacifica Battalion Chiefs; and

**WHEREAS**, said Memorandum of Understanding has been approved by the City Council at its meeting held on September 13, 2021 and authorization given for the City Manager to execute said agreement.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Pacifica that certain wages, salaries, fringe benefits, and working conditions as described in said Memorandum of Understanding with members of the Pacifica Battalion Chiefs, copy attached (Exhibit A), are hereby authorized for the period of July 1, 2021 through June 30, 2023; and

**BE IT FURTHER RESOLVED**, that in accordance with California Government Code 570.5(a), the salary schedules listed under Appendix A-2 and A-3 of the Memorandum of Understanding are approved and adopted.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Pacifica, California, held on September 13, 2021 by the following vote:

**AYES**, Councilmembers: Beckmeyer, Bier, Bigstycck, O'Neill, Vaterlaus.

**NOES**, Councilmembers: n/a.

**ABSENT**, Councilmembers: n/a.

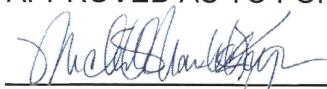
**ABSTAIN**, Councilmembers: n/a.

  
\_\_\_\_\_  
Sue Beckmeyer, Mayor

ATTEST:

  
\_\_\_\_\_  
Sarah Coffey, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michelle Kenyon, City Attorney

# EXHIBIT A

**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN**

**THE CITY OF PACIFICA**

**AND**

**PACIFICA  
BATTALION CHIEFS  
IAFF, LOCAL 2400**

July 1, 2021 Through June 30, 2023

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# MEMORANDUM OF UNDERSTANDING

between

**CITY OF PACIFICA**

and

**PACIFICA BATTALION CHIEFS, IAFF LOCAL 2400**

**Pacifica Battalion Chiefs, IAFF Local 2400** and representatives of the City of Pacifica have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of unit **represented employees** in the representation unit specified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such unit **represented employees**.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding (MOU) shall be presented to the City Council as the joint recommendations of the undersigned for salary and benefit adjustments for the period commencing the date the City Council approves this MOU through June 30, 2023.

As used throughout this Memorandum of Understanding, the pronoun designation he or his is intended to be applicable to both the male and female gender.

## SECTION 1. RECOGNITION

### 1.1 Union Recognition

The City of Pacifica recognizes the **Pacifica Battalion Chiefs, IAFF Local 2400** (“Union”), as the employee organization representing the majority of unit **represented employees** included below. The Unit consists of all employees in classifications as may be added to the Unit by the City during the term of this Memorandum.

Classifications currently included in the Unit include:

- 40-Hour Battalion Chief;
- 56-Hour Battalion

### 1.2 City Recognition

The City Manager or designee, or any person or organization duly authorized by the City Manager or designee, is the representative of the City of Pacifica, hereinafter referred to as

the "City" in employer-employee relations as provided in Resolution No. 29-84 adopted by the City Council on April 23, 1984.

## **SECTION 2. ORGANIZATION SECURITY**

### **2.1 Dues Deduction**

The City shall rely on a written certification from the Union requesting a deduction or reduction from employees' salaries or wages confirming that the Union has and will maintain individual signed employee authorizations affirmatively consenting to dues deductions consistent with the law. After providing the required certification, the Union shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.

Based on the certification from the Union described above, the City shall deduct monthly, the amount of Union regular and periodic dues and fees, insurance premiums, and any special membership assessments as may be specified by the Union under the authority of an authorization card furnished by the Union. Dues deduction for any individual shall be made only upon the written request of the Union.

The deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office at the address specified by the Union.

The City shall provide the Union with a list of newly hired unit members as required by Section 4.1.

The unit member's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions authorized by this Section. When a unit member is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the unit member deposit the amount with the City which would have been withheld if the unit member had been in pay status during that period. If a unit member is in a non-pay status during a part of the pay period, and that unit member's salary is not sufficient to cover the full withholding, the City shall not deduct Union dues. In this connection, all other required deductions have priority over the Union dues and unit member organization deduction.

### **2.2 Changes Or Cancellation of Deductions**

Dues deductions may be revoked only pursuant to the terms of the employee's written authorization. The City shall direct employee requests to cancel or change deductions to the Union. As required by state law, the City shall rely on information provided by the Union regarding whether deductions for the Union were properly canceled or changed.

### **2.3 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, demands,

actions, suits, judgments, and other proceedings arising out of any action relating to this Section 2. The Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

#### **2.4 Development of Law**

In the event any portion of the California Government Code is amended to address the transfer of monies between the Union and the City, the parties will reopen this section of the MOU to meet and confer regarding the change in law.

#### **2.5 Government Code Provisions Incorporated By Reference**

The parties incorporate by reference the provisions of Government Code sections 1150-1157.12.

### **SECTION 3. NO DISCRIMINATION**

The City of Pacifica prohibits harassment and discrimination in the workplace on the basis of race, religious creed, color, national origin, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, AIDS/HIV, political activities or affiliations, military and veteran status, status as a victim of domestic violence, assault, or stalking, or legitimate employee organization activities.

It is the policy of the City that all unit **represented employees** have the right to work in an environment free from any such harassment and discrimination. Such prohibited activity debilitates the morale and productivity of the victims and their co-workers. The City does not condone any form of such harassment or discrimination and those who engage in such activities shall be subject to disciplinary action up to and including termination.

### **SECTION 4. UNION REPRESENTATIVES**

#### **4.1 Bargaining Unit Represented Employee Contact Information**

To the extent required by Government Code Section 3558, the City shall provide the Union President with a list of names and contact information (listed below) for any newly hired unit **represented employee** within 30 days of the date of hire or by the first pay period of the month following hire. The City shall also provide the Union a list of all unit **represented employee** names and contact information on the last working day of September, January, and May. The information shall include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name,



- Job title,
- Department,
- Work location,
- Home address, and
- Work, home and personal telephone numbers and personal email addresses on file with the City.

#### **4.2 Union Access to New Employee Orientation**

The City will provide a written statement to each new bargaining unit **represented employee** that the classification is part of a bargaining unit represented by the Union, and the name of a representative of the Union. The City will provide the employee with a packet of information and an electronic membership application form supplied by the Union.

The City will provide the Union President not less than ten (10) days' notice of the onboarding orientation meeting held between the Human Resources Department representatives and new bargaining unit **represented employees**, including the date, time and location of the orientation meeting. If a bargaining unit **represented employee's** first day or work begins less than ten (10) days after the date the employee is hired, the 10-day notice requirement may be reduced, and the City will instead provide as much advance notice as reasonably possible of the orientation meeting.

#### **4.3 Attendance at Meetings by Unit Members**

Unit members who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City Manager or designee. Such unit member representatives may be required to submit a written request for excused absence to their respective department director, with an information copy to the Assistant City Manager or designee/Human Resources Department, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of unit members excused for such purposes shall not exceed two (2).

#### **4.4 Access to Work Locations**

Reasonable access to unit **represented employee** work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation.

Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.



Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours unless approved in advance by the City Manager or designee.

#### **4.5 Use of City Facilities**

Unit **represented employees** or the Union, or its representatives, may with the prior approval of the City Manager or designee, be granted the use of City facilities for meetings of unit **represented employee** provided space is available, and provided further such meetings are not used for organizing activities or membership drives of City employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

#### **4.6 Use of Bulletin Boards**

The Union shall be allowed use of available bulletin board space in fire stations for communications having to do with official Union business, provided that the material posted is not derogatory to City officials, employees or other employee organizations in the judgment of the Fire Chief. All materials must be dated and must identify the organization that published them.

#### **4.7 Advance Notice of Rules and Regulations**

Except in cases of emergency, reasonable advance written notice shall be given to the Union if it is affected by any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, as the Union shall be given the opportunity to meet with such body or its representatives prior to adoption. In cases of emergency when the City Manager or designee determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with the Union, the City Manager or designee shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation. Notices shall be sent to the designated Union representative.

### **SECTION 5. PAY PLAN**

#### **5.1 Base Salaries – Battalion Chiefs Bargaining Unit Classifications**

The monthly base salaries are described in Sections 5.1, 5.2, 5.3, **and** 5.4, set forth in Appendix A-1, A-2, and A-3.

#### **5.2 Fiscal Year 2020-2021 Salary Schedule**

The 2020-2021 salary ranges and salary schedule for Battalion Chiefs bargaining unit classifications in effect in **Fiscal Year 2020-2021** and prior to the effective date of this

MOU are **titled FY 2020-2021 Battalion Chiefs Salary Schedule** and stated in **Appendix A-1** and attached to and incorporated into this MOU.

**5.3 Fiscal Year 2021-2022 Salary Schedule**

Effective July 1, 2021, the City shall improve the base salary schedule for all Battalion Chiefs bargaining unit classifications by **two percent (2.0%)** over the 2020-2021 salary schedule set forth in Appendix A-1 for Battalion Chiefs bargaining unit **represented employees** in active, paid status on the effective date.

**Effective July 1, 2021, the City shall provide an additional one percent (1%) equity adjustment over the Fiscal Year 2020-2021 Battalion Chiefs Salary Schedule in Appendix A-1 for current bargaining unit represented employees in active, paid status on the effective date.** The 2021-2022 salary schedule for Battalion Chiefs bargaining unit **represented employees includes the 2021-2022 equity adjustment and shall be titled “Fiscal Year 2021-2022 Battalion Chiefs Salary Schedule”** and shall be attached to this Agreement as **Appendix A-2**.

**5.4 Fiscal Year 2022-2023 Salary Schedule**

Effective July 1, 2022, the City shall improve the base salary schedule for all Battalion Chiefs bargaining unit classifications set forth in Appendix A by **three percent (3.0%)** over the Fiscal Year 2021-2022 salary schedule in Appendix A-2 for Battalion Chiefs bargaining unit represented employees in active, paid status on the effective date.

**Effective July 1, 2022, the City shall provide an additional one percent (1%) equity adjustment over the Fiscal Year 2021-2022 Battalion Chiefs Salary Schedule for current bargaining unit represented employees in active, paid status on the effective date.** The Fiscal Year 2022-2023 salary schedule for Battalion Chiefs bargaining unit **represented employees includes the 2022-2023 equity adjustment and shall be titled “Fiscal Year 2022-2023 Battalion Chiefs Salary Schedule”** and shall be attached to this Agreement as **Appendix A-3**.

**5.5 One Time Lump Sum Payment for Fiscal Year 2021-2022 and Fiscal Year 2022-2023**

**Fiscal Year 2021-2022:** The City will provide current bargaining unit represented employees in active, paid status on the effective date of this MOU a one-time non-PERSable lump sum payment equivalent to one-percent (1%) of base salary on the pay date for the next full pay period after City Council approval of the MOU.

**Fiscal Year 2022-2023:** The City will provide current bargaining unit represented employees in active, paid status on the effective date of this MOU a one-time non-PERSable full sum payment equivalent to one-percent (1%) of base salary on the pay date for the next full pay period after July 1, 2022.

## 5.6 Salary Schedule Regulations

The rates of pay set forth in Appendices A-1, A-2 **and** A-3 represent the standard or base rate of pay for full-time employment for Battalion Chiefs unit **represented employees**. Compensation for Battalion Chiefs unit **represented employees** working less than full-time shall be adjusted proportionately. **The rates of pay** set forth in **Appendices A-1, A-2, and A-3** represent the total compensation due Battalion Chiefs unit **represented employees**, except for overtime compensation and other benefits specifically provided for by City Council or this Memorandum of Understanding; and do not include reimbursement for actual and necessary expenses authorized and incurred incident to City employment. The hourly rate of pay **for the 40-Hour Battalion Chief** shall be calculated by multiplying the appropriate monthly rate by twelve (12) and dividing the total by 2080. **The hourly rate of pay for the 56-Hour Battalion Chief shall be calculated by multiplying the appropriate monthly rate by twelve (12) and dividing by 2,912.**

## 5.7 Salary for New Battalion Chief Employees

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which such new employee is appointed. In case of unusual recruitment difficulty or of hiring exceptionally qualified personnel, initial salary may be at any step set by the City Manager or designee, whose decision shall be final. Such a salary may not be more than the maximum salary for the class to which the Battalion Chiefs unit **represented employee** is appointed.

## 5.8 Conversion of Rates

For Battalion Chief unit **represented employees**, any monthly, per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager or designee, such a conversion is advisable. Such conversion shall not contravene the provisions of this Memorandum of Understanding.

## 5.9 Pay Days

Battalion Chief unit **represented employees** shall be paid bi-weekly, normally on a Friday every other week. When a holiday is celebrated on a Friday payday, unit **represented employees** normally will be paid on the regular workday immediately preceding that Friday.

## 5.10 Salary Step Increases

No increase in salary shall be automatic merely upon completion of a specific period of service. All increases shall be based upon merit as established by the record of the Battalion Chief unit **represented employee's** performance and shall require recommendation of the department director and approval of the City Manager or designee. Standards of performance shall become progressively higher as the Battalion Chiefs unit **represented employee** advances through the salary range. In the case of inferior work, lack of application, or indifferent attitude, increase in salary may be withheld, or the salary

of the unit **represented employee** may be reduced to a lower step within the established salary range for this classification upon recommendation of the Fire Chief and approval of the City Manager or designee. Any regular unit **represented non-probationary employee** shall be given a written statement of the justification for reduction in salary and shall be entitled to appeal as provided in Section 18, Grievances.

#### **5.11 Assignment of Salary by City Manager or Designee**

If the City Manager or designee at any time determines that it is in the City's interest, she or he may assign unit **represented employees** to a higher rate within the salary range fixed for the classification. The City Manager or designee shall regulate the accelerated advancement through the salary range.

#### **5.12 Exceptional Contribution Adjustment**

When a Battalion Chiefs unit **represented employee** makes a unique contribution to the City that is not expected in the normal discharge of the responsibilities of the position, and when such contribution is obvious by its significance, substantial, and unique nature, the individual may be awarded an exceptional contribution adjustment. Such an award will be limited to a maximum of five percent (5%) and be granted in a lump sum or for a specific limited period of time not to exceed twelve (12) months. The actual percentage amount up to the five percent (5%) limit and the time interval it is to be awarded for will be determined by the City Manager or designee and will be based upon the quality and significance of the contribution that is being recognized. There shall be no more than one (1) exceptional contribution adjustments for the Battalion Chief bargaining unit in any one (1) year.

#### **5.13 Salary upon Transfer or Promotion**

For Battalion Chief unit **represented employees**, the transfer of a unit **represented employee** shall not be cause for a change in salary.

Consistent with City policy, upon promotion, unit **represented employees** shall be entitled to an increase in salary of at least one step but not less than five percent (5%) above their current salary; provided, however, that in no event shall the unit **represented employee** receive more than the maximum salary for the classification.

#### **5.14 Educational Incentive Programs**

The Fire Battalion Chief Education Incentive Program is as follows:

##### **5.14.1 Certificate or Degree**

In addition to the unit **represented employee's** base rate of pay, the City shall pay a unit **represented employee** who holds a "Chief Officer's Certificate" or a Bachelor of Arts or Bachelor of Science degree from a state or regionally accredited university, three and one-half percent (3.5%) of the unit **represented employee's** base rate of pay.

5.14.2 Successful Completion of Course Work

In addition to the unit **represented employee's** base rate of pay, the City shall pay a unit member, who successfully completes the course work required by this section, five percent (5.0%) of a unit **represented employee's** base rate of pay. To be eligible for this incentive pay, the unit **represented employee** must successfully complete each calendar year, forty (40) hours of course work, approved by the Fire Chief or Fire Chief's designee including, but not limited to, (1) Fire Inspection Practices – Command/Tactics-Instructor, (2) Training - Code Enforcement/UBC-UFC-Management/Supervision-Hazardous Materials Management/Supervision-Hazardous Materials Management.

Eligible course work completed between January 1 and December 31 of each respective calendar year shall qualify a unit **represented employee** for educational incentive pay for the following calendar year respectively.

5.14.3 Tuition Reimbursement

Unit **represented employees** are eligible to participate in the City's tuition reimbursement program per City policy and procedure. A unit **represented employee** shall be reimbursed up to a maximum to **two thousand** dollars (\$2,000) per fiscal year for tuition and related fees paid for courses of study in an off-duty status if the subject matter content of the course is closely related to the unit **represented employee's** present work assignment, or if the unit **represented employee** is enrolled in a program of study related to the unit **represented employee's** work assignment (declared major). There must be a reasonable expectation that the unit **represented employee's** work performance or value to the City will be enhanced as a result of the course of study.

The unit **represented employee** must submit a claim form for reimbursement to the Fire Chief, giving all the information needed for an evaluation of the request. The Fire Chief shall recommend approval or disapproval and forward the request to the Assistant City Manager or designee, whose decision shall be final. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment.

Upon completion of the course, the unit **represented employee** must provide the City with a copy of the grade sheet or certificate which must be filed in the Personnel Office for placement in the unit **represented employee's** personnel file. All reimbursements must be returned to the City in full if the unit **represented employee** does not achieve at least a "C" grade. Upon leaving City employment, a unit **represented employee** is not required to refund any such reimbursement to the City.

**5.15 EMT Certificate Pay**

Unit **represented employees** who possess and maintain an EMT Certificate, including EMT D when the Pacifica Fire Department has such a program, shall receive the EMT incentive pay of 4.5% (four and one-half percent) of the top step Battalion Chief base pay.

**5.16 Strike Team Leader Engine (STEN) Premium Pay**

The City shall pay \$55.38 per pay period to a unit **represented employee** who has completed and maintained currency in the California Incident Command Certification System (“CICCS”) Qualification Guide defined training, experience, fitness level, and is qualified to be assigned as a strike team leader engine (STEN).

**5.17 Forty Hour Per Week (4 days X 10 hours) Work Schedule Differential Pay**

For a Battalion Chief unit **represented employee** who is assigned to a 40 hour per week (4 days x 10 hours per day) work schedule, the City shall pay, in addition to the unit **represented employee’s** base pay, an incentive pay equal to two and one-half (2.5%) of the individual unit **represented employee’s** base pay.

**5.18 401(a)(h) Plan – City Contribution**

Each pay period, the City shall contribute the following amounts to a 401(a) and 401(h) plan for each unit member:

401 (a)	2.25%
401 (h)	0.75%

**SECTION 6. ANNIVERSARY DATE**

For all purposes except eligibility for salary increases, a unit **represented employee’s** anniversary date shall be the date of initial hire. For the purposes of salary administration in cases of promotion, demotion or reinstatement, the anniversary date shall be the effective date of the promotion, demotion or reinstatement.

**SECTION 7. DAYS AND HOURS OF WORK**

**Forty Hour Per Week (4 days X 10 hours per day) Work Schedule**

**7.1 40- Hour-Battalion Chief Forty Hour Per Week (4 days X 10 hours per day) Work Schedule**

The City may assign a **40-Hour Battalion Chief** ~~unit member~~ to work a forty hour week with a 4 days per week and 10 hours per day schedule.



**7.2 56-Hour Battalion Chief Work Schedule**

The 56-Hour Battalion Chief works a 24 hour shift and is covered by Section 7k of FLSA. The City Manager, Assistant City Manager and the Fire Chief will meet and confer with the Union regarding any change in the work schedule for the 56-Hour Battalion Chief. The work schedule is as follows

X = 24 hour on-duty period.

O = 24 hour off-duty period.

XXOOOOXXOOOOXXOOOOXXOOOO

The 56-Hour Battalion Chief’s work schedule consists of a 24-day (twenty-four), 182 hour 7(k) FLSA work period. The 56-Hour Battalion Chief is regularly scheduled to work 192 hours in a 24-day work period. FLSA overtime is created after 182 hours of work in the 24 day work period.

**7.3 Starting Time for 56-Hour Battalion Chief**

The regular starting time for the 56-Hour Battalion Chief will be 8 A.M.

**SECTION 8. OVERTIME**

**8.1 Authorization**

All overtime work must be approved in advance by the Fire Chief or his designated representative; provided, however, that for emergency conditions the Fire Chief may approve exceptions to this procedure.

**8.2 Definition**

Any authorized time worked in excess of the unit **represented employee’s** regular workweek shall be considered overtime and shall be compensable at the rate of one and one-half (1-1/2) times the unit **represented employee’s** regular straight-time rate of pay. The term time worked shall be in accordance with the definition contained in the Fair Labor Standards Act. All overtime shall be calculated to the nearest quarter (1/4) hour in favor of the unit **represented employee**. Such overtime compensation pay be either in the form of a direct cash payment or in the form of compensatory time off to the extent permitted by applicable State or Federal law, at the discretion of the Fire Chief with due consideration of any preference expressed by the unit **represented employee**. Compensatory time off which accrues in excess of one hundred twelve (112) hours must be liquidated by monetary payment. Unit **represented employees** who terminate employment shall be paid for all compensatory time off accrued.

### 8.3 Call Back

When the Fire Chief or Fire Chief's designee calls a unit **represented employee** back to work after the unit **represented employee** has completed a normal shift for the day, the City shall pay the unit **represented employee** a minimum of two (2) hours of overtime pay.

## SECTION 9. LAYOFF/REINSTATEMENT FOLLOWING VOLUNTARY RESIGNATION

### 9.1 Layoff/Reduction of Force Within a Specific Classification

At least ten (10) working days prior to the effective day of the layoff, the City Manager or designee, or where the authority has been delegated by the City Manager or designee, the City Manager or designee's representative shall notify the unit **represented employees** affected in writing. Layoff shall be made within the classes of positions and all temporary unit **represented employees** in affected classifications shall be laid off prior to layoff of any probationary or permanent unit **represented employees**. For the purpose of determining order of layoff, total cumulative time shall include time served in military leave of absence.

Unit **represented employees** laid off shall have the right to displace the unit **represented employees** in the same classification having the least seniority. Names of persons laid off shall be placed upon re-employment lists in order of total cumulative time served and shall remain on such list for a period of two (2) years unless re-employed sooner. Sick leave and seniority rights earned prior to layoff will be returned to the unit **represented employee** upon re-employment. Upon request of the unit **represented employee**, with the permission of the City Manager or designee, demotion may be made to a vacant position in place of layoff. The City Manager or designee's decision shall be final.

### 9.2 Reinstatement Following Voluntary Resignation

A permanent unit **represented employee** who voluntarily resigns in good standing may, within twelve (12) months of the effective date of such resignation, request to be reinstated to his/her former position. If a vacancy exists, the City shall consider such request. If the request is approved, and the unit **represented employee** has been separated from service for thirty (30) days or less, his/her seniority earned prior to the unit **represented employee's** resignation shall be restored. If the request is approved, and the unit **represented employee** has been separated from service for more than thirty (30) days, his/her seniority earned prior to resignation shall not be restored. Re-employment lists shall take precedence over requests for reinstatement.



## SECTION 10. HOLIDAYS

### 10.1 Authorized Holidays

The holidays in this City are:

- |      |                             |                                      |
|------|-----------------------------|--------------------------------------|
| (1)  | January 1st                 | (New Year's Day)                     |
| (2)  | Third Monday in January     | (Martin Luther King, Jr.'s Birthday) |
| (3)  | Third Monday in February    | (President's Day)                    |
| (4)  | Last Monday in May          | (Memorial Day)                       |
| (5)  | July 4th                    | (Independence Day)                   |
| (6)  | First Monday in September   | (Labor Day)                          |
| (7)  | November 11th               | (Veterans Day)                       |
| (8)  | Fourth Thursday in November | (Thanksgiving Day)                   |
| (9)  | Fourth Friday in November   | (Friday after Thanksgiving Day)      |
| (10) | December 24th               | Christmas Eve Day                    |
| (11) | December 25th               | (Christmas Day)                      |
| (12) | June 14th                   | (Flag Day)                           |
| (13) | October 12th                | (Columbus Day)                       |

### 10.2 Holidays Falling on Saturday for the 40-Hour Battalion Chief

If one of the holidays listed above falls on a Saturday and the **40-Hour Battalion Chief** is not regularly scheduled to work that day, the **40-Hour Battalion Chief's** last regularly scheduled workday preceding the holiday shall be considered a holiday.

### 10.3 Holidays Falling on a Sunday for the 40-Hour Battalion Chief

If one of the holidays listed above falls on a Sunday and the **40-Hour Battalion Chief** is not regularly scheduled to work that day, the **40-Hour Battalion Chief's** first regularly scheduled workday following the holiday shall be considered a holiday.

### 10.4 Holidays Falling on a 40-Hour Battalion Chief's Day Off

If one of the holidays listed above falls on an **40-Hour Battalion Chief's** day off other than a Saturday or Sunday or if a **40-Hour Battalion Chief** is required to work on a holiday, he shall be allowed a regular workday off at a time determined by agreement between the **40-Hour Battalion Chief** and the department director. If the department director determines that it is not feasible to grant such other workday off, including those workdays considered holidays in Sections 10.2 and 10.3, the **40 Hour Battalion Chief** shall be paid for the holiday worked on the basis of straight-time but not to exceed eight (8) hours for any one (1) holiday. Such compensation shall be paid semi-annually on the payday closest to June 1st and December 1st.

### 10.5 56-Hour Battalion Chief

The 56-Hour Battalion Chief is assigned to the work schedule defined in Section 7.2. The 56-Hour Battalion Chief shall receive seven and one-half percent (7.5%) of base pay as

holiday in-lieu pay to be paid out proportionally over each pay period. The 56-Hour Battalion Chief shall not receive the 40-hour Battalion Chief forty hour per week (4 days x 10 hours week) work schedule differential pay of two and one-half percent (2.5%) set forth in Section 5.17.

The 56-Hour Battalion Chief shall receive prorated holiday compensation upon termination, such compensation to be eight (8) hour at the hourly equivalent rate based on a forty hour workweek for each holiday listed in Section 10.1 which had occurred prior to the employee's termination date and for which the employee has not received compensation.

## SECTION 11. VACATIONS

### 11.1 Eligibility

All unit **represented employees** shall be entitled to annual vacation leave except unit **represented employees** serving the first six (6) months of the original twelve (12) months probationary period.

### 11.2 Vacation Earned And Accrued

#### 11.2.1 40-Hour Battalion Chief Vacation Accrual Schedule

A **40-Hour Battalion Chief** shall be credited with vacation shifts from the date of his/her regular appointment by the City as a member of the Fire Service each pay period at the rates described in the chart below. For the purpose of determining the amount of vacation shifts credited, an employment year shall be defined as the period of one (1) year from the anniversary date of such appointment by the City.

<b>Years of City Service</b>	<b>Hours Per Pay Period (26 pay periods per year)</b>
1st yr. through 5th yr.	3.38
6th yr. through 10th yr.	4.92
11th Year	5.23
12th Year	5.54
13th Year	5.85
14th Year	6.15
15th Year	6.77

16th Year	7.08
17th Year	7.38
18th Year	7.69
19th Year	8.0
20th Year & Up	8.31

11.2.2 56-Hour Battalion Chief.

A 56-Hour Battalion Chief shall be credited with vacation shifts from the date of his/her regular appointment by the City as a member of the Fire Service each pay period at the rates described in the chart below. For the purpose of determining the amount of vacation shifts credited, an employment year shall be defined as the period of one (1) year from the anniversary date of such appointment by the City.

<u>Years of City Service</u>	<u>Shifts Per Year</u>
1st Year – 3 <sup>rd</sup> Year of Service	6
4th Year – 11th Year of Service	8
12 <sup>th</sup> Year – 19 <sup>th</sup> Year of Service	10
20 <sup>th</sup> – 24 <sup>th</sup> Year of Service	11
25 <sup>th</sup> Year of Service and above	12

**11.3 Time Charged**

Vacation time shall be charged on the basis of the actual number of working hours the unit **represented employee** is on vacation to the nearest 1/10th hour.

**11.4 Vacation Credits Advance**

Unit **represented employees** may take only such vacation as they have accumulated at the time that the vacation begins, except after three (3) years of service the unit **represented employee** may draw upon anticipated vacation credits not to exceed five (5) working **days** per year. At termination of employment, the unit **represented employee** shall reimburse the City for any vacation taken in excess of vacation credit.

**11.5 Vacation Scheduling & Accumulation**

The times during the calendar year at which a unit **represented employee** may take her/his vacation shall be determined by the Fire Chief with due regard to the needs of the service and desires of the unit **represented employee**. If requirements of the service or the desires of the unit **represented employee** are such that a unit **represented employee** must defer part or all of his annual vacation in a particular year, the Fire Chief may permit the unit member to take such deferred vacation during the following calendar year. No unit

**represented employee** may accumulate more than twice his annual vacation allowance, except that unit **represented employees** employed in the Battalion Chief classification on August 8, 2016 shall be allowed to accumulate up to a maximum of 576 hours of vacation.

#### **11.6 Sick Leave During Vacation**

If a unit **represented employee** becomes sick during his vacation, such unit **represented employee** may charge the period of illness against sick leave credits in the same manner as provided in Section 12 (Sick Leave). A doctor's certificate shall be required and shall be submitted prior to such charge against sick leave credits.

#### **11.7 Separation from Service**

Unit **represented employees** who terminate employment shall be paid a lump sum for all accrued vacation leave earned prior to the effective day of termination. Former unit **represented employees** re-employed by the City shall receive no credit for prior service in determination of vacation benefits.

#### **11.8 Return of Vacation**

Unit **represented employees** will be allowed to sell to the City a maximum of **76** hours of vacation leave per year, at the individual's hourly base rate. The hourly base rate for purposes of this Section 11.8 shall be calculated according to the monthly base rate in Section 5.1 converted to an hourly rate as specified in Section 5.6. The unit **represented employee** must have a minimum of 144 hours of accrued vacation before selling vacation to the City. The unit **represented employee** may sell any amount to the City up to **76** hours of vacation but may request such sell back only once per fiscal year. It also must coincide with a regular payroll period, and there must be at least **32** hours vacation balance remaining after the sell back.

### **SECTION 12. ANNUAL EARNED SICK LEAVE**

#### **12.1 Sick Leave Accrual**

Unit **represented employees** shall earn sick leave credit at the rate of 5.53 hours for each two (2)-weeks' service.

#### **12.2 Usage**

Sick leave shall not be considered a privilege that a unit **represented employee** may use at his discretion but shall be allowed only in cases of necessity and actual sickness of the unit **represented employee** or the unit **represented employee's** designated family members, as allowed by family illness leave, including necessary physician appointments or disability.

Unit **represented employees** are entitled to use their earned sick leave benefits to be off work without the loss of compensation under the following conditions:

- 12.2.1 For the unit represented employee's own illness or injury or for the illness or injury of the unit represented employee's family member. For purposes of this Section, "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the unit member stands in loco parentis; a biological, adoptive, or foster parent; stepparent, or legal guardian of an unit represented employee or the unit represented employee's spouse or registered domestic partner (a registered domestic partnership requires filing an Affidavit of Domestic Partnership with the Secretary of State), or a person who stood in loco parentis when the unit represented employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling.
- 12.2.2 For the unit represented employee's receipt of required medical or dental care or consultation or for the required medical or dental care or consultation of the unit represented employee's family member.
- 12.2.3 For unit represented employee s who are victims of domestic violence, sexual assault or stalking as specified in state law.
- 12.2.4 Each hour of illness or injury shall be deducted from the unit represented employee's accumulated sick leave benefits.

Sick leave shall be charged against a unit **represented employee's** sick leave credit as the actual number of hours of the regular work period that the unit **represented employee** is on sick leave. All unit **represented employee s** shall be entitled to sick leave compensation except unit **represented employee s** serving the first thirty (30) days of the original one (1) year probationary period.

In order to receive compensation while absent on sick leave, a unit **represented employee** shall notify his immediate supervisor prior to or within one-half (1/2) hour after the time set for the beginning of the unit m **represented employee's** daily duties.

When the absence is for more than one (1) working day, or from the first shift day of illness in the case of shift employees, unit **represented employees** may be required to file a physician's statement with the department verifying a medical reason for the absence.

### 12.3 Incapacity to Perform Duties

The City Manager or designee may require any unit **represented employee** who City Manager or designee believes may be physically or mentally incapacitated for work to undergo an examination by a physician designated by the City and at the City's expense. If, as a result of the physician's examination, the unit **represented employee** is determined to be incapacitated to perform the unit **represented employee's** duties, the City Manager or designee or department director will engage in the interactive process, to the extent required by law, and may place the unit **represented employee** on leave of absence without pay. A unit **represented employee** may use accrued sick leave, vacation or compensatory

time prior to being placed on a leave of absence without pay. However, the unit **represented employee** may be eligible for long-term disability benefits under Section 14.3.2 (Long-Term Disability). Vacation and sick leave credits shall not accrue when a unit **represented employee** is on such leave of absence.

#### 12.4 Sick Leave Accrual

Maximum accrual of 200 days or 100 working shifts. Not applicable to members of this bargaining unit with twenty-five (25) years or service or more. Retiring employees of this unit shall transfer the pay for 50% of unused sick not to exceed 116 shifts or 58 working shifts (i.e., not to exceed a total of 1392 hours) into a Retirement Health Savings Account. In negotiations for a successor MOU, the parties agree to discuss revisions to this Section 12.4 to reflect the current 10-hour shifts.

#### 12.5 Sick Leave at Retirement

The City has amended its contract with PERS to provide credit for unused sick leave, pursuant to Government Code Section 20965. Sick leave transferred to the HSA account pursuant to Section 12.4 shall not be counted toward PERS credit.

#### 12.6 Sick Leave at Termination

Unit **represented employees** resigning from the City, terminated by the City, otherwise terminating their City employment, or being terminated by the City shall forfeit all unused sick leave benefits as of the termination date. Former unit **represented employees** re-employed by the City shall receive no credit for prior service in determination of sick leave benefits.

### SECTION 13. LEAVES OF ABSENCE

#### 13.1 Family Illness Leave

As permitted by Labor Code Section 233, a unit **represented employee** may use up to a maximum of six (6) days per year of the unit **represented employee's** accrued sick leave per calendar year to attend to an illness of a **family member as defined in Section 12.2.1**. All conditions and restrictions placed by the employer upon the use by a unit **represented employee** of sick leave also shall apply to the use by a unit **represented employee** of sick leave to attend to an illness of his or her **family member as defined in Section 12.2.1**. This Section does not extend the maximum period of leave to which an unit **represented employee** is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2606 et seq.), regardless of whether the unit **represented employee** receives sick leave compensation during that leave. As in use of sick leave for the unit **represented employee's** own illness, a doctor's note may be required if the family member's illness is more than one day.



### 13.2 Jury Duty

A unit **represented employee** summoned to jury duty shall inform his supervisor and, if required to serve, may be absent from duty with full pay; provided, however, the unit **represented employee** must remit to the City, through the unit **represented employee's** department director, within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses. When the unit **represented employee** is released from jury duty each day, he shall report to work promptly for the balance of his scheduled shift or workday.

### 13.3 Military Leave

The provision of the Military and Veterans Code of the State of California as well as the Uniformed Services Employment and Reemployment Act shall govern military leave of City unit **represented employees**.

### 13.4 Campaign Leave

Upon becoming a candidate for public office any regular unit **represented employee** may request and be granted a leave of absence without pay, to remain in effect for the period of his candidacy.

### 13.5 Leave of Absence Without Pay

Upon written request, the City Manager or designee may grant a unit **represented employee** a leave of absence without pay for a definite period not to exceed one (1) year. The City Manager's-or designee's decision shall be final. Upon expiration of leave of absence, the unit **represented employee** shall be reinstated in the position held at the time the leave was granted or to another position in the same classification. Failure on the part of a unit **represented employee** on leave to report promptly upon its expiration, or within fifteen (15) days after notice to return to duty, shall result in such unit **represented employee's** automatic dismissal. Vacation, sick leave, and seniority credits shall not accrue to a unit **represented employee** on voluntary leave of absence. A copy of the letter granting leave shall be forwarded to the Union within ten (10) calendar days of the commencement of the leave.

### 13.6 Bereavement Leave

In case of death within the immediate family of a unit **represented employee**, a unit **represented employee** shall be entitled to remain absent from duty with pay in order to attend **and/or arrange** the funeral or memorial services, not to exceed five (5) days. Bereavement leave is not to be charged to sick or vacation leave.

For the purpose of this Section 13.6, immediate family is defined as parent, sibling, spouse, domestic partner, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, great grandparents, step-children, foster children, or other persons with whom there is a demonstrated child-rearing/parental or immediate familial relationship.

### 13.7 Absence Without Official Leave

Failure of a unit **represented employee** to report for duty on a normal working day or shift without notice to the department director or designated representative of the reason for such absence within one-half (1/2) hour after the time designated as the beginning of the workday shall constitute absence without official leave and without pay. Unit **represented employees** should make every effort to contact the department director or designated representative prior to the start of their shift if they plan to be absent.

Absence without official leave for any length of time without satisfactory explanation is cause for dismissal. Absence without official leave for five (5) or more consecutive days shall be deemed a tender of resignation.

### 13.8 Disability Leave With Pay

Any regular or probationary unit **represented employee** occupying a regular position who is absent from duty because of disability caused by illness or injury arising out of and in the course of such unit **represented employee's** employment with the City that has been declared to be compensable under workers' compensation law shall be allowed a disability leave with pay for the period of incapacity as determined by a physician, but not to exceed three hundred sixty-five (365) calendar days for any one illness or injury. The unit **represented employee's** compensation during such leave of absence shall be as follows:

First three (3) workdays' absence, no pay; provided, however, that a unit **represented employee** may use accrued sick leave credit, if any, during the first three (3) workdays' absence; and, provided further, that if a unit **represented employee** is hospitalized or is absent for fifteen (15) or more consecutive workdays as a result of such illness or injury the unit **represented employee** shall receive full pay, commencing with the first workday's absence and continuing throughout the period of incapacity but not to exceed thirty (30) consecutive calendar days. Fourth (4th) workday's through thirtieth (30th) consecutive calendar day's absence, full pay throughout the period of incapacity but not to exceed thirty (30) consecutive calendar days from commencement of the disability leave of absence.

Thirty-first (31st) through ninetieth (90th) consecutive calendar day's absence; seventy-five percent (75%) of full pay throughout the period of incapacity but not to exceed three hundred sixty-five (365) consecutive calendar days from commencement of disability leave of absence.

Ninety-first (91st) through three hundred sixty-fifth (365th) consecutive calendar day's absence, fifty percent (50%) of full pay throughout the period of incapacity but not to exceed three hundred sixty-five (365) consecutive calendar days from commencement of disability leave of absence.

For unit **represented employees** who are absent for thirty-one (31) or more consecutive calendar days and are receiving compensation as provided above, accrued sick leave, if any, shall be integrated with the disability leave payments; provided, however, that the sum of the two shall not exceed the unit **represented employee's** full pay for the said period and the unused portion of accumulated sick leave will continue to be credited to the unit



**represented employee.** Integration of sick leave credit with disability leave payment is automatic after the thirtieth (30th) consecutive calendar day of absence due to such disability and may not be waived. No disability leave with pay may be granted until the illness or injury is declared compensable under the California workers' compensation law. During such disability leave of absence, the City may request that a unit **represented employee** be examined by a physician selected by the City. Disability pay provided by the City shall be reduced by any compensation a unit **represented employee** received pursuant to the workers' compensation law. Full pay as used herein shall mean the unit **represented employee's** base rate of pay.

### 13.9 Family Care and Medical Leave

#### 13.9.1 FMLA/CFRA

Each eligible unit **represented employee** is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

#### 13.9.2 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time unit **represented employee** must have been employed by the City for at least twelve (12) months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

#### 13.9.3 Family Care and Medical Leave Entitlement

Subject to the provisions of this MOU, City policy, and state and federal law, including the federal FMLA and the CFRA, an eligible unit **represented employee** is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one, or more, of the following reasons:

- 13.9.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);
- 13.9.3.2 The placement with the unit **represented employee** of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
- 13.9.3.3 To care for the unit **represented employee's** child, parent, or spouse who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, legal guardian, or other person who stood in loco

parentis to the unit member when the unit **represented employee** was a child. Parent does not include a parent-in-law. "Spouse" means partner in marriage or a registered domestic partner as defined in the Family Code and includes same-sex partners in marriage.)

13.9.3.4 Because of a unit **represented employees** own serious health condition that makes the unit **represented employee** unable to perform the functions of the unit **represented employee's** position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

13.9.3.5 Because of any qualifying exigency arising out of the fact that the unit **represented employee's** spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status) (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by the fiscal year.

13.9.4 Family Care and Medical Leave to Care for a Covered **Service Member** With a Service Injury or Illness

Subject to the provisions of this MOU, City policy, and state and federal law, including the FMLA, an eligible unit **represented employee** may take FMLA leave to care for a covered service member with a serious injury or illness if the unit **represented employee** is the spouse, son, daughter, parent, or next of kin of the service member.

13.9.4.1 An eligible unit **represented employee's** entitlement under Section 13.9.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day a unit **represented employee** takes leave to care for the covered service member.

13.9.4.2 During the "single 12-month period" described above, an eligible unit **represented employee's** FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

13.9.5 Pay Status and Benefits

Except as provided in this Article, the family care and medical leave will be unpaid. The City will, however, continue to provide City contributions toward

the health plan premiums during the period of family care and medical leave for up to twelve (12) workweeks on the same basis as contributions would have been provided had the unit **represented employee** not taken family care and medical leave. The unit **represented employee** will be required to continue to pay the unit **represented employee's** share of premiums payments, if any.

13.9.6 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the City as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the unit **represented employee** may be entitled for the same qualifying reason. A unit **represented employee** is required to utilize the unit **represented employee's** accrued sick leave for FMLA/CFRA qualifying absences due to the unit **represented employee's** own serious health condition. A unit **represented employee** may be required to use accrued vacation leave for FMLA/CFRA qualifying reasons unrelated to the unit **represented employee's** own serious health condition.

13.9.7 Notice to the City

- 13.9.7.1 The unit **represented employee** must provide written notice to the City as far in advance of the leave as possible and as soon as the unit **represented employee** reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least thirty (30) calendar days in advance of the leave, or if not reasonably known thirty (30) calendar days before the leave, then as soon as reasonably practicable.
- 13.9.7.2 The written notice must inform the City of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.
- 13.9.7.3 The unit **represented employee** shall consult with the City and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

13.9.8 Medical Certification

- 13.9.8.1 A unit **represented employee's** request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is requested after the expiration of the time originally estimated by the health care provider, the unit **represented**

**employee** shall provide the City with recertification by the health care provider.

13.9.8.2 A unit **represented employee's** request for family care and medical leave because of unit **represented employee's** own serious health condition shall be supported by a certification issued by the unit **represented employee's** health care provider.

13.9.8.3 As a condition of a unit **represented employee's** return from leave taken because of the unit **represented employee's** own serious health condition, the unit **represented employee** is required to obtain certification from the unit **represented employee's** care provider that the unit **represented employee** is able to resume work.

13.9.8.4 Required Medical Certification Forms

Unit **represented employees** are required to use the medical certification forms available from the City Human Resources Department to meet the certification and recertification requirements of this Section.

13.9.9 Minimum Duration of Leave

13.9.9.1 Leave does not need to be taken in one continuous period of time.

13.9.9.2 Leave taken for a serious health condition of the unit **represented employee's** child, parent, or spouse of the unit **represented employee** may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, intermittent or reduced work schedule leave may be taken for absences where the unit **represented employee** or covered family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider.

13.9.9.3 Leave taken for reason of birth, adoption, or foster care placement of a child of the unit **represented employee** does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one (1) year of the birth of placement of the child with the unit **represented employee**. The basic minimum duration shall be two (2) weeks. However, the City shall grant a request for a leave of less than (2) weeks' duration on any two (2) occasions.

13.9.10 City's Response to Leave Request

It is the City's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying based on the information provided by the unit

**represented employee** and to notify the unit **represented employee** of the designation.

13.9.11 Dual Parent Employment

Where both parents are City unit **represented employees**, allowable leave for the birth, adoption, or foster care placement of a child is limited to a total of twelve (12) work weeks in a 12-month period between the two (2) unit members. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

13.9.12 Unit **Represented Employee** 's Status on Returning from Leave

Except as provided by law, on return from family care and medical leave, a unit **represented employee** is entitled to be returned to the same or equivalent position the unit **represented employee** held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. A unit **represented employee** is also entitled to reinstatement even if the unit **represented employee** has been replaced or the unit **represented employee's** job has been restructured to accommodate the unit **represented employee's** absence. If a unit **represented employee** is no longer qualified for the position because, e.g., of the unit **represented employee's** inability to renew a license, as a result of the leave, the unit **represented employee** shall be given a reasonable opportunity to fulfill those conditions upon returning to work. A unit **represented employee** has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible unit **represented employee's** FMLA/CFRA leave.

**13.10 Pregnancy Disability Leave**

A pregnant unit **represented employee** is entitled to an unpaid leave of up to four (4) months, as needed, for the period(s) of time the unit **represented employee** is actually disabled by pregnancy, as determined by her health care provider.

13.10.1 Notice to City

Using the City's Certification of Health Care Provider form for pregnancy disability leave, a unit **represented employee** should provide at least thirty (30) days advance notice or notice as soon as practicable of the unit **represented employee's** need for pregnancy disability leave or need for reasonable accommodation based on the advice of her health care provider that reasonable accommodation is medically advisable because of pregnancy or a related medical condition.

13.10.2 Use of Sick Leave and Vacation During Pregnancy Disability Leave

A unit **represented employee** is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave. A unit **represented employee** may, at her option, use accrued vacation during an otherwise unpaid portion of a pregnancy disability leave.

13.10.3 Health and Welfare Benefits

The City shall maintain its contribution toward health and welfare benefits under Section 18 (Health and Welfare) during any unpaid portion of a pregnancy disability leave on the same basis that the contribution would have been provided if the unit **represented employee** had not taken pregnancy disability leave.

13.10.4 Unit Represented Employee Status

During a pregnancy disability leave, the unit **represented employee** shall retain unit **represented employee** status, and the leave shall not constitute a break in service for any purpose under this MOU except that the leave shall not count toward completion of probation.

13.10.5 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

13.10.5.1 A pregnancy\_disability leave shall run concurrently with the unit **represented employee's** FMLA leave entitlement.

13.10.5.2 The right to take pregnancy disability leave is separate and distinct from the right to take leave under CFRA. A unit **represented employee's** own disability due to pregnancy, childbirth or related medical conditions is not a "serious health condition" under CFRA.

13.10.5.3 At the end of the unit **represented employee's** period(s) of pregnancy disability leave, or at the end of four months of pregnancy disability leave, whichever occurs first, a CFRA-eligible unit **represented employee** may request to take CFRA leave of up to twelve (12) workweeks for reason of the birth of her child, if the child has been born by this date.

## SECTION 14. HEALTH AND WELFARE

### 14.1 Medical Insurance – City Contributions

Effective July 1, 2021, and continuing for the 2022 and 2023 calendar years, the City will contribute up to the following maximum amounts per month toward the cost of health benefits for each full-time Battalion Chiefs unit **represented employee**. For the purpose of this Health and Welfare Section, "full-time" means the Battalion Chiefs unit **represented employee** is assigned to a classification requiring the unit **represented**



**employee** to work at least twenty (20) hours per week. In the event the actual monthly premium cost is less than the amount shown on the chart below, the City shall retain any savings and shall have no obligation to “cash-out” or pay any Battalion Chiefs unit **represented employee** the difference. The City and Battalion Chiefs acknowledge the parties may propose changes to Section 14 during the successor contract negotiations in 2023. During the successor contract negotiations, the chart below in this Section 14.1 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time Battalion Chiefs unit **represented employee**. Battalion Chiefs unit **represented employees** electing coverage with a cost greater than the amount paid by the City in this Section shall have the difference deducted automatically from the unit **represented employee’s** pay.

14.1.1 Health Insurance Premiums

<u>CalPERS Offered Medical Plan</u>			
	<b>Effective July 1, 2021</b>	<b>Effective January 1, 2022</b> 2% Increase	<b>Effective January 1, 2023</b> 2% Increase
<u>Employee Only</u>	877.70	\$895.25	\$913.16
<u>Employee 1</u>	\$1,700.97	\$1,734.99	\$1,769.69
<u>Employee Plus 2 or more</u>	\$2,211.27	\$2,255.50	\$2,300.61

In no event during this **two-year** period shall the City contribute more than the actual monthly health care premium cost for the applicable plan in which the unit **represented employee** is enrolled.

14.1.2 Eligibility

The City will continue to offer CalPERS health benefits program and make the necessary employer contributions as contracted with CalPERS for both active and retired participants.

14.1.3 Health In-Lieu Payment Plan

The City will pay a monthly taxable five hundred and fifty dollars (\$550) in-lieu payment to a Battalion Chiefs unit **represented employee** who certifies that he or she is eligible for health insurance coverage through another group health plan, declines City health coverage, and provides the City proof of other health

coverage. Changes to the City Health In-Lieu payments shall be effective August 20, 2016. The City shall pay the health in-lieu payment through the unit **represented employee's** regular payroll checks. The Health In-Lieu Payment Plan year shall operate on the calendar year. Battalion Chiefs and unit **represented employees** on an unpaid leave of absence are not eligible for the Health In-Lieu Payment Plan.

## 14.2 Dental, Orthodontia, and Vision

### 14.2.1 City of Pacifica Self-Funded Dental Plan

The City shall contribute up to one hundred nineteen dollars (\$119) per month per unit **represented employee** to the City of Pacifica Self-Funded Dental Plan, and the Self-Funded Plan shall provide the following benefits to covered Battalion Chiefs unit **represented employees**:

- a) The annual per-person deductible is twenty-five dollars (\$25) up to a maximum of seventy-five (\$75) per family.
- b) The maximum annual benefit each calendar year shall be two thousand dollars (\$2,000) per eligible Battalion Chiefs unit member and per dependent.
- c) A lifetime maximum orthodontia benefit of two thousand dollars (\$2,000) for each eligible Battalion Chiefs unit member and dependent.

### 14.2.2 City of Pacifica VSP Vision Plan

**The** City shall contribute the following amounts per month per unit **represented employee**:

- a) Unit Member Only - \$18.29,
- b) Unit Member Plus One - \$26.52,
- c) Unit Member Family - \$47.56.

## 14.3 Life and Disability Insurance

### 14.3.1 Life Insurance

The City shall contribute an amount necessary to provide the life insurance in an amount equal to the Battalion Chiefs unit **represented employee's** annual salary. Battalion Chiefs unit **represented employees** in the Battalion Chiefs unit may purchase additional life insurance at their own expense through payroll deduction. Battalion Chiefs unit **represented employees** may also purchase, through the same voluntary method, life insurance for dependents.



#### 14.3.2 Long-Term Disability Plan

The City shall contribute an amount necessary to provide the long-term disability plan benefits presently in effect for each eligible Battalion Chiefs unit **represented employee**.

#### 14.4 **Domestic Partners Health Benefits**

The City will provide medical, dental, and vision benefits for registered domestic partners of Battalion Chiefs bargaining unit **represented employees** to the same extent, and subject to the same terms and conditions, as medical, dental, and vision benefits are available to spouses of Battalion Chiefs unit **represented employees** under this MOU. This coverage is conditioned upon the domestic partnership meeting all the criteria of California Family Code Section 297, et seq. and that a valid declaration of domestic partnership has been filed with the Secretary of State pursuant to Family Code Section 297, et seq., registering the domestic partnership. Domestic partners may enroll in the City's medical, dental, and vision plans pursuant to this Section only to the extent that the City's carriers provide such coverage.

#### 14.5 **Coverage During Unpaid Leave**

Except as otherwise provided in this MOU, Battalion Chiefs unit **represented employees** on City approved unpaid leaves of absence shall continue to receive health and welfare benefits for the period of the leaves if they wish to purchase such benefits at the current group rates, to be paid by the unit **represented employee** to the City one (1) month in advance.

#### 14.6 **Medical Flexible Spending Account**

To the extent allowed by the Internal Revenue Service, the City will offer IRS qualified flexible medical spending accounts (FSA). Battalion Chiefs unit **represented employees** may have funds deducted pre-tax from the unit **represented employee's** paycheck and deposited into the IRS qualified FSA accounts.

#### 14.7 **Dependent Care Flexible Spending Account**

To the extent allowed by the Internal Revenue Service, the City will offer IRS qualified Dependent Care Flexible Spending accounts. Battalion Chiefs unit **represented employees** may have funds deducted pre-tax from the unit **represented employee's** paycheck and deposited into an IRS qualified Dependent Care Flexible Spending account. If, in its sole discretion, the City determines that administration of the Program will require the services of an outside entity or contractor, participating Battalion Chiefs unit **represented employees** shall be responsible for paying their share of the outside contractor's administration fee.

#### 14.8 **Extended Medical, Dental, Prescription Drugs for Battalion Chiefs Unit Members**

Battalion Chiefs unit **represented employees** incurring an injury not covered by Government Code Section 4850 may be granted a leave of absence without pay in

accordance with Section 13.5 – Leave of Absence Without Pay. Upon the granting of such leave of absence, the City shall continue its contribution for medical, dental, prescription drug and vision care as outlined in Sections 14.1 and 14.2 for a maximum period of three (3) consecutive months.

#### **14.9 Commuter Assistance Account**

To the extent permitted by the Internal Revenue Service, the City will offer an IRS qualified Commuter Plan. Battalion Chiefs unit **represented employees** may have funds deducted pre-tax from the unit **represented employee's** paycheck and deposited into the IRS qualified Commuter Assistance account.

#### **14.10 Participation in Tax-Sheltered Annuities**

To the extent permitted by the Internal Revenue Service, the City will offer an IRS qualified tax sheltered annuity plan. Battalion Chiefs unit **represented employees** may have funds deducted pre-tax from the unit **represented employee's** paycheck and deposited into the IRS qualified tax sheltered annuity plan account.

#### **14.11 Participation in IRS 457 Deferred Compensation Plan**

To the extent permitted by the Internal Revenue Service, the City will offer an IRS qualified 457 deferred compensation plan. Battalion Chiefs unit **represented employees** may have funds deducted pre-tax from the unit **represented employee's** paycheck and deposited into the IRS qualified 457 deferred compensation plan.

- 14.11.1 **Beginning the first pay period after Council ratification of the MOU, the City shall provide a one percent (1%) of base salary match to each unit represented employee's one percent (1%) of base salary contribution to their IRS qualified 457 deferred compensation plan for the remainder of calendar year 2021.**
- 14.11.2 **For calendar year 2022, City shall provide a one percent (1%) of base salary match to each unit represented employee's one percent (1%) of base salary contribution to their IRS qualified 457 deferred compensation plan. However, unit represented employees shall have the individual option to have the equivalent of that one percent (1%) match as money paid to the unit represented employee and deducted pre-tax from the unit represented employee's paycheck and applied to their health insurance premiums under the City's offered health insurance plans. This election must be made during open enrollment for the 2022 calendar year. Should a unit represented employee fail to make the election by the election deadline, the 1% of base pay will be provided as a match to their IRS qualified 457 deferred compensation plan for calendar year 2022.**
- 14.11.3 **For calendar year 2023 through the last pay period in June 2023, City shall provide a one percent (1%) of base salary match to each unit represented employee's one percent (1%) of base salary contribution to their IRS**

qualified 457 deferred compensation plan. However, unit represented employees shall have the individual option to have the equivalent of that one percent (1%) match as money paid to the unit represented employee and deducted pre-tax from the unit represented employee's paycheck and applied to their health insurance premiums under the City's offered health insurance plans. This election must be made during open enrollment for the 2023 calendar year. Should a unit represented employee fail to make the election by the election deadline, the 1% of base pay will be provided as a match to their IRS qualified 457 deferred compensation plan through the last pay period in FY 2022-2023.

This deferred compensation and its option to apply the cash equivalent to health insurance premiums will end the last pay period for Fiscal Year 2022-2023.

## **SECTION 15. UNIFORMS**

Effective the pay period after the City Council approves this MOU, the City shall provide unit represented employees required to maintain and wear a uniform an annual uniform allowance of \$800.00, paid at the rate of \$30.77 per pay period.

The City shall pay a newly hired unit **represented employee** covered by this MOU who is required to wear and maintain a uniform an advance credit of three hundred dollars (\$300) to be used exclusively to purchase required uniform items. These uniform items shall be considered the property of the City for a period of one (1) year from the newly hired unit **represented employee's** date of appointment. Any unit **represented employee** whose employment is terminated prior to the completion of one (1) year of service shall return all uniform items to the City or refund the full three hundred dollars (\$300) uniform credit. Unit **represented employees** who receive the initial three hundred dollars (\$300) uniform credit shall not receive an additional uniform allowance during the unit m **represented employee's** first year of employment.

## **SECTION 16. PROBATIONARY PERIOD**

### **16.1 Duration**

All original appointments shall be tentative, and newly hired or promoted Battalion Chiefs shall be subject to a probationary period of not less than twelve (12) months from the date of probationary appointment. Where a unit **represented employee's** extended absence from work has prevented a full twelve (12) months' probationary evaluation the probationary period may be extended for the length of the absence in order to provide a full probationary evaluation.

## 16.2 Time Credited

The probationary period shall start from the date of probationary appointment. Probationary unit **represented employees** in regular part-time positions shall be credited with that portion of full-time employment that they work in a probationary status. Time worked by an unit **represented employee** in a temporary, extra help, or provisional status shall not count towards completion of the probationary period; provided, however, that time served in a temporary or provisional appointment may be credited to the probationary period upon recommendation of the Fire Chief and approval of the City Manager or designee.

## 16.3 Regular Status

A unit **represented employee** who is not rejected prior to the completion of the prescribed probationary period shall acquire regular status. Former regular unit **represented employees** appointed from a reemployment eligible list shall be given regular appointments when re-employed. Regular unit **represented employees** who are demoted to lower classifications shall be given regular appointments in the lower classifications; provided, however, that the unit **represented employee** has had prior regular status in the lower classification.

## 16.4 Layoff

Former probationary unit **represented employees** whose names were placed on a reemployment eligible list before they achieved regular status shall start a new probationary period when appointed from a reemployment eligible list.

## 16.5 Transfer

Regular unit **represented employees** who transfer to another position in the same classification shall not be required to undergo a new probationary period in the position into which transferred.

## 16.6 Probationary Unit Represented Employees

The City Manager or designee, or where the authority has been delegated by the City Manager or designee, the Fire Chief may terminate a probationary unit **represented employee** at any time during the probationary period without cause, without the right of appeal in any manner, and without recourse to any of the procedures provided in Section 18 hereof, it being understood that a terminated probationary unit **represented employee** does not waive any State or Federal constitutional rights. Notice of termination of a probationary unit **represented employee** shall be in writing.

## SECTION 17. DISMISSAL, SUSPENSION OR DEMOTION FOR CAUSE

The City Manager or designee, or where the authority has been delegated by the City Manager or designee, the Fire Chief may discipline, which may include but is not limited to dismissal,

suspension for not more than thirty (30) days in any fiscal year, or demotion, any unit **represented employee** for cause in the competitive service. The requirement for cause for termination is inapplicable to probationary unit m **represented employees**. Any regular unit **represented employee** in the competitive service who is suspended, demoted or dismissed shall be furnished a written notice of such action. Upon the unit **represented employee's** request, the unit **represented employee** shall be provided a written statement of the reasons for such action.

## **SECTION 18. GRIEVANCES**

### **18.1 Definition**

A grievance is any dispute that involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding, which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

### **18.2 Procedure**

Grievances shall be processed in the following steps:

Step 1. Fire Chief. A grievance may be filed by a unit **represented employee** in his own behalf, or by a group of unit m **represented employees**, or by **IAFF, Local 2400**.

Within fourteen (14) calendar days of the event giving rise to a grievance, the aggrieved shall present the grievance in writing to the Fire Chief. Grievances not presented within the time period shall be considered resolved. The grievance shall state the particulars of the grievance and the nature of the determination desired.

The Fire Chief shall meet with the grievant to attempt to settle the grievance and give a written answer to the aggrieved within fourteen (14) calendar days from the receipt of the grievance by the Fire Chief.

Step 2. City Manager or designee. If the grievance is not resolved in Step 1, the aggrieved may, within five (5) calendar days from receipt of the Fire Chiefs answer, present the grievance to the City Manager or designee for consideration. The City Manager or designee shall designate the Administrative Services Director or other representative to investigate the merits of the complaint, to meet with the complainant and to attempt to settle the grievance or to make recommendations to the City Manager or designee. Answer to the grievance shall be made in writing by the City Manager or designee within ten (10) calendar days from receipt of the grievance. No grievance may be further processed under Section 18.2 unless it has been filed in accordance with steps 1 and 2 herein.

Step 3. Adjustment Board: If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of



two (2) Union representatives, no more than one (1) of whom shall be either a unit **represented employee** of the City or an elected or appointed official of **IAFF, Local 2400**, and two (2) representatives of the City, no more than one (1) of whom shall be either a unit **represented employee** of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.

Step 4. Arbitration: In the event an Adjustment Board is unable to arrive at a majority decision, either the **IAFF, Local 2400** may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between **IAFF, Local 2400** and the City Manager or designee. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by **IAFF, Local 2400** and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by **IAFF, Local 2400**, Battalion Chiefs and unless such dispute falls within the definition of a grievance as set forth in Section 18.1.

### **18.3 No Change to Memorandum**

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

### **18.4 Demotion, Suspension and Dismissal Grievances**

No grievance involving demotion, suspension or dismissal of an unit **represented employee** will be entertained unless it is filed in writing with the Fire Chief within five (5) days not including Saturdays, Sundays or holidays, of the time at which the affected unit **represented employee** was notified of such action.

The City Manager or designee in pursuance of Section 18.2 (Step 2) above resolves a grievance which involves suspension or discharge, he may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had the right to take the action complained of, the arbitrator may not substitute his judgment for the judgment of management and if he finds that the City has such right, he may not order reinstatement and may not assess any penalty upon the City.

## **18.5 Compensation Complaints**

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Administrative Services Director. Only complaints that allege that unit **represented employees** are in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

## **18.6 Mutual Agreement on Changes**

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board of arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager or designee and the Union.

## **18.7 No Strike**

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations of management or of unit **represented employees** not covered by this Memorandum of Understanding.

## **SECTION 19. PROMOTIONAL TEST SCORES**

The City shall provide, upon request, the promotional test score to an individual who participated in the testing process. Scores of other persons taking the test or the ranking of individuals shall not be provided.

## **SECTION 20. RETIREMENT PLAN**

### **20.1 City's Contract with CalPERS**

The City shall continue its contract with the California Public Employees Public Retirement System (CalPERS) for all active Battalion Chief unit **represented employees**. For Tier One Battalion Chief unit **represented employees** described in Section 20.4, the City's contract with CalPERS shall include the 1959 survivors benefit plan, and credit for unused sick leave.



All the retirement benefits provided to Battalion Chief unit **represented employees** are described in this Section 20 or in the City's contract with CalPERS.

## **20.2 CalPERS Election about Battalion Chiefs Unit Represented Employee 's Payment of City's Pension Costs**

The parties acknowledge that CalPERS mandates an election of Battalion Chief unit **represented employees**, separate from ratification of this MOU, to provide for the cost sharing pursuant to Government Code Section 20516 described in this Section 20. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from Battalion Chief bargaining unit and completion of the City's amendment to the CalPERS contract, Battalion Chief unit **represented employee** contributions will be made pursuant to Government Code Section 20516, and shall extend beyond the expiration of this MOU. The Battalion Chief unit **represented employees** and the City will take all actions necessary to implement the Government Code Section 20516 pension cost sharing agreement described in this Section 20.

## **20.3 Battalion Chiefs Unit Represented Employee 's Payment of City's Pension Costs**

Because the contract amendment between the City and CalPERS will not be complete before the effective date of the cost sharing described in this Section 20, the cost sharing initially shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. The Battalion Chief unit **represented employees**, and the City will take all actions necessary to implement the Government Code Section 20516(f) pension cost sharing agreement described in this Section 20 effective August 20, 2016 (concurrently with the salary schedule increase provided by Section 5.3.1).

## **20.4 Tier One: Safety 3.0% at 55 Retirement Program – Battalion Chiefs Bargaining Unit Represented Employees Hired On or Before December 31, 2012 and Battalion Chiefs Unit Represented Employees Eligible for Reciprocity**

This Section 20.4 (including subsections) shall apply to Battalion Chief bargaining unit **represented employees** hired on or before December 31, 2012. In addition, this Section 20.4 (including subsections) shall apply to Battalion Chief bargaining unit **represented employees** hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements:

### **20.4.1 3% at 55 Pension Formula**

The "3% at 55" retirement program will be available to bargaining unit **represented employees** covered by this Section 20.4.

20.4.2 Final Compensation Based On Twelve Month Period

For purposes of determining a retirement benefit, final compensation for bargaining unit **represented employees** covered by this Section 20.4 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

20.4.3 Required Bargaining Unit **Represented Employee** Contribution

Each bargaining unit **represented employee** covered by this Section 20.4 shall continue to pay through payroll deduction the nine percent (9.0%) required bargaining unit **represented employee** contribution.

20.4.4 Additional Required Bargaining Unit **Represented Employee** Contribution

Each bargaining unit **represented employee** covered by this Section 20.4 shall continue to pay through payroll deduction the nine percent (9.0%) required bargaining unit **represented employee** contribution as described above. Effective August 20, 2016, each bargaining unit **represented employee** covered by this Section 20.4 shall pay, through payroll deduction, an additional five percent (5.0%) of PERSable compensation towards the City's costs for a total contribution of fourteen percent (14.0%) toward the normal costs of pension benefits as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit **represented employees**, separate from ratification of this MOU, to approve this paragraph of Section 20.4.4 of the MOU. For this reason, this paragraph shall be subject to and contingent upon the Battalion Chiefs bargaining units' approval and agreement to implement through payroll deduction, an additional five percent (5.0%) of PERSable compensation for a total contribution of fourteen percent (14.0%) toward the normal cost of pension benefit.

20.4.5 No City Intention to Impose

Because Battalion Chief bargaining unit **represented employees** have voluntarily agreed to contribute five percent (5.0%) toward the City's pension costs, the City agrees not to unilaterally impose an additional three percent (3.0%) unit **represented employee** contribution after 2018 as permitted by Government Code Section 20516.5.

**20.5 Tier Two: New Retirement Tier for Safety Bargaining Unit Represented Employees in Battalion Chiefs Hired On or After January 1, 2013**

Effective January 1, 2013, this Section 20.5 (including subsections) shall apply to Battalion Chiefs bargaining unit **represented employees** who were hired or on after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

20.5.1 2% @ 50 – 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply to bargaining unit **represented employees** covered by this Section 20.5.

20.5.2 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

20.5.3 Required Unit **Represented Employee** Contribution

As required by Government Code Section 7522.04(g), bargaining unit **represented employees** covered by this Section 20.5 shall pay, through payroll deductions, fifty percent (50%) of normal costs.

20.5.4 Additional Required Bargaining Unit **Represented Employee** Contribution

Each bargaining unit **represented employee** covered by this Section 20.5 shall continue to pay fifty percent (50%) of normal costs as described above. Effective August 20, 2016, in addition to paying fifty percent (50%) of normal costs, bargaining unit **represented employees** covered by this Section 20.5 shall pay, through payroll deduction, an additional five percent (5.0%) of PERSable compensation toward the City's normal cost of pension benefits as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit **represented employees**, separate from ratification of this MOU, to approve this paragraph of Section 20.5.4 of the MOU. For this reason, this paragraph shall be subject to and contingent upon the Battalion Chiefs bargaining units' approval and agreement to implement through payroll deduction, an additional five percent (5.0%) of PERSable compensation towards the City's costs.

**20.6 Implementation of Internal Revenue Code Section 414(h)(2)**

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each Battalion Chief unit **represented employee** shall pay through payroll deductions the PERS contributions described in this Section 20 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

**20.7 Definition of Status Quo Ante**

For Battalion Chiefs, after this MOU terminates on June 30, 2018, the status quo ante for all purposes, including any state statute shall be defined as the current language of Section 20.

## **SECTION 21. TRANSITIONAL WORK**

Bargaining unit **represented employees** who have sustained an industrial injury or illness that prevents the unit **represented employee** from performing the full duties of the unit **represented employee's** position may be eligible for temporary transitional work. A bargaining unit **represented employee** who is a qualified individual with a disability under the California Fair Employment and Housing Act and/or the Americans with Disabilities Act, may be eligible for temporary transitional work as a reasonable accommodation when such work is available and does not constitute an undue burden for the Department. The City will comply with the requirements of law in considering and granting transitional work.

## **SECTION 22. COMMON MESS**

The provisions of this Section are adopted to assure that all members of fire companies will be available at all times to respond to emergency calls as quickly and efficiently as possible.

All unit **represented employees** on each shift at each station shall attend a common mess at the station for consumption of meals. Such **unit represented employees** shall contribute in equal shares for the cost of the meals. The City shall not be financially liable or responsible for the cost of any meal, or the preparation thereof, or for the collection of any funds, or for any other costs undertaken in connection with the provisions of this Section.

## **SECTION 23. SEPARABILITY OF PROVISIONS**

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable or is rendered void by state or federal legislative enactment, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

## **SECTION 24. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING**

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding. This Memorandum of Understanding shall supersede all existing memoranda of understanding and any side letter not incorporated into this MOU between the City and the Union.

## **SECTION 25. TERM OF AGREEMENT**

The parties acknowledge that this MOU must be presented to and approved by the City of Pacifica City Council. This MOU shall become effective on the date approved by the City Council, except

as specifically described in any article, and shall remain in full force and effect up to and including June 30, 2023.

**SECTION 26. NEGOTIATIONS FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING**


No later than **March 31, 2023**, the City and the **Pacifica Battalion Chiefs IAFF, Local 2400** shall begin negotiations for a successor Memorandum of Understanding by exchanging initial conceptual proposals.

Made and entered into this \_\_\_\_\_.


FOR TEAMSTERS LOCAL UNION No. 856

By: \_\_\_\_\_  
Tim Cantillon  
IAFF, Local 2400

By: \_\_\_\_\_  
Kevin Woodhouse  
City Manager

By:   
William Amable, Battalion Chief

By: \_\_\_\_\_  
Tina Wehrmeister  
Assistant City Manager

By:   
Ryan Frederick, Battalion Chief

By: \_\_\_\_\_  
Timothy L. Davis, Lead Negotiator  
Burke, Williams & Sorensen, LLP

Approved as to form:

By: \_\_\_\_\_  
Michelle Marchetta Kenyon  
City Attorney

**APPENDIX A-1**

**BATTALION CHIEFS SALARY SCHEDULE**

2020-2021 Monthly Salary Range

(Effective July 4, 2020)

\$10,965 - \$12,738

**APPENDIX A-2**

**BATTALION CHIEFS SALARY SCHEDULE**

2021-2022 Monthly Salary Range

(Effective July 1, 2021; reflects 2% salary increase plus a 1% equity adjustment over  
2020-2021 schedule)

\$11,294 - \$13,120



**APPENDIX A-3**

**BATTALION CHIEFS SALARY SCHEDULE**

2022-2023 Monthly Salary Range

(Effective July 1, 2022; reflects 3% salary increase plus a 1% equity adjustment over 2021-2022 schedule)

\$11,746 - \$13,645

