

RESOLUTION NO. 51-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA APPROVING THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PACIFICA AND
MANAGEMENT EMPLOYEES TEAMSTERS LOCAL 350 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 Management Employees Teamsters Local 350, and the Pacifica Management Employees Teamsters Local 350 bargaining unit has ratified the Memorandum of Understanding; and

WHEREAS, said Memorandum of Understanding, as ratified by the Pacifica Management Employees Teamsters Local 350 and as approved by the City Attorney, is attached hereto along with revised salary schedules for the Management Employees Teamsters Local 350; 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 Management Employees Teamsters Local 350, 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 B-3 and B-4 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, Bigstych, 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

**MANAGEMENT EMPLOYEES
TEAMSTERS LOCAL 350**

, _____, 2021 THROUGH JUNE 30, 2023

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MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PACIFICA
AND
TEAMSTERS LOCAL 350 - MANAGEMENT UNIT

The Teamsters Local 350, representing Management Employees, and representatives of the City of Pacifica have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the representation unit, and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

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

This Memorandum of Understanding shall be presented to the City Council as the joint recommendation of the undersigned for salary and employee benefit adjustments for the period commencing _____, 2021 and ending June 30, 2023.

Section 1. Recognition

1.1 Union Recognition

Teamsters Local 350, hereinafter referred to as the “Union” is the recognized employee organization for the Management Employees Unit, comprised of those classifications listed in Attachment A to this Agreement.

1.2 City Recognition

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

Section 2. Organization Security

2.1 Dues Deduction

The City agrees that it shall rely on the certification from the Union to deduct dues and fees from unit employee paychecks per employee authorizations employees provide the Union. The authorizations need only be in a form acceptable to the Union. The Union shall not be obligated to provide the Employer with a copy of an employee’s dues deduction authorization unless a dispute arises about the existence or terms of the authorization.

The following procedures shall be observed in the withholding of dues from unit member earnings:

- (1) The Union shall notify the City of the designated amount of dues and fees to be deducted for each unit member, and the City shall deduct the amounts so designated after receiving certification from the Union that the unit member has provided written authorization to do so. Any employee request to begin dues deductions or cancel dues deductions must be made to the Union and not the City.
- (2) Authorization, cancellation or modification of payroll deduction of union dues shall be made upon written request and confirmation in writing from the Union. The City shall direct unit members to the Union if they so request to cancel or change dues deductions. Dues deductions may be revoked only by certification from the Union pursuant to the terms of the unit member's written authorization. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the unit member by written notice to the Union. Unit members may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such unit members are assigned.
- (3) Amounts deducted and withheld by the City shall be transmitted to the Union, at the address specified.
- (4) The unit member's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. 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. In the case of a unit member who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the employee organization deduction.
- (5) Local 350 shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of checkoff of Union dues or premiums for benefits. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

Section 3. City Rights

Except as otherwise provided in this Memorandum of Understanding, the rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Section 4. No Discrimination

The City of Pacifica prohibits harassment and discrimination in the workplace on the basis of race, color, sex (including pregnancy, child birth and related medical conditions), gender, gender identity, gender expression, national origin, citizenship status, age, religious creed, physical or mental disability, marital status, medical condition, AIDS/HIV, genetic information sexual orientation, ancestry, 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 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 5. Union Representatives

5.1 Attendance at Meetings by Unit Members

Unit represented employees 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 employee 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 represented employees excused for such purposes shall not exceed two (2).

5.2 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.

5.3 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 employees 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 purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards is strictly prohibited, notwithstanding the presence of such equipment in approved City facilities.

5.4 Use of Bulletin Boards

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

5.5 Advance Notice

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 representative.

5.6 Access to New Employee Orientation

The City will notify the Union, in writing, via fax, no less than 14 business days in advance of any new employee orientation, (same as first day of work at the City) who joins the bargaining unit whether by hire, transfer or otherwise specified. Email notification may also be made but will not substitute notification by fax. The 14-business day advance notice for new employee orientation may be shortened only when there is an urgent need critical to the employer's operations that was not reasonably foreseeable (e.g. the employee's first day of work in the bargaining unit position is less than 14-business days after the hiring decision) in which case the City will be obliged to provide as much advance notice as practicable and must provide the Union the rationale for the exception in writing.

The City shall allow a designated unit Union member representative and/or an outside labor representative to meet with the new employee(s) at the City Office whether during new employee orientation or shortly thereafter. It is anticipated that this meeting would require approximately 45 minutes in order to provide information about the MOU and related matters. Non-bargaining unit management City representatives will excuse themselves during the Union portion of the orientation.

For employees joining the bargaining unit who do not attend an in-person orientation conducted by the Employer, access shall be granted to each such new employee, by a representative of the Union (selected by the Union), at the employee's regular work location on the employee's paid time regular work schedule for a minimum of 30 minutes.

To the extent prohibited by law, the City will not disclose the date, time, or place of new employee orientations to anyone other than the employees who are to attend the orientation, the Union, or a vendor that is contracted to provide a service for purposes of the orientation.

The Union will be responsible for providing a copy of the current MOU and any Union information to the new employee.

Unit Represented Employee Contact Information

To the extent required by, but not limited to the Government Code § 3558, the City shall provide the Union, or its designee, by email, with a list of names and contact information (listed below) of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following the employee joining the bargaining unit, whichever is sooner. The City will also provide cellular phone numbers and personal email address if on file with the City.

- Employee name
- Job title
- Department
- Work location
- Work phone number
- Home phone number
- Home address

The City shall provide the same information to the Union regarding all employees within the classifications covered by the MOU, every 120 days, which will be established as every September, January and May. Any contact information updates provided to the City, since the last Employee Data sheet was sent, will be reflected in the next scheduled update.

Employer Agreement Not to Disclose Personal Contact Information

Pursuant to Government Code section 6254.3, the City agrees that personal contact information of unit **represented** employees (e.g., home address, personal phone number, personal email address) is private information not to be disclosed to any private (non-governmental) person or entity, other than the Union, except upon written authorization of the employee. The Employer further agrees to give the Union prompt notice of requests from any such person or entity for such information, along with a copy of the Employer's response to such requests.

City Communications to Unit **Represented** Employees concerning Union Rights

If the City chooses to disseminate a communication to unit **represented** employees or applicants to be unit **represented** employees concerning public employees' rights to join or support an employee organization, or to refrain from joining or supporting an employee organization, the City shall meet and confer with the Union concerning the content of communication before dissemination.

If the City and the Union cannot reach agreement and the City elects to proceed with its proposed mass communication, the City must also distribute, at the City's expense and in the same format and manner of delivery as utilized for the City's communication, a communication of reasonable length provided by the Union

Section 6. Pay Plan

Base Salaries – 2020-2021 and Prior to Effective Date of MOU

The salary ranges and salary schedule for unit **represented employees** in miscellaneous classifications in effect in **2020-2021** and prior to the effective date of this MOU are stated in **Appendix B-1** attached to and incorporated into this MOU.

The salary ranges and salary schedule for unit **represented employees** in safety classifications in effect in **2020-2021** and prior to the effective date of this MOU are stated in **Appendix B-2** attached to and incorporated into this MOU.

6.1 *Salary*

6.1.1 *2021-2022 Unit Represented Employees in Miscellaneous Classifications Salary Schedule*

Effective **July 1, 2021**, the City shall improve the base salary schedule for unit **represented employees** in miscellaneous classifications by **two percent (2.0%)** over the **2020-2021** salary schedule set forth in **Appendix B-1**. This increase shall apply to all miscellaneous unit **represented employees** in active, paid status on the effective date. The **2021-2022** salary schedule for unit **represented employees** in miscellaneous classifications shall be titled "2021-2022 Miscellaneous Member Salary Schedule" and shall be attached to this Agreement as **Appendix B-3**.

6.1.2 *2022-2023 Unit Represented Employees in Miscellaneous Classifications Salary Schedule*

Effective at the beginning of the first **full** pay period in July 2022, the City shall improve the base salary schedule for unit **represented employees** in miscellaneous classifications by **two percent (2.0%)** over the **2021-2022** Miscellaneous Member Salary Schedule in **Appendix B-3**. This increase shall apply to all miscellaneous unit **represented employees** in active, paid status on the effective date. The **2022-2023** salary schedule for unit **represented employees** in miscellaneous classifications shall be titled "2022-2023 Miscellaneous Member Salary Schedule" and shall be attached to this Agreement as **Appendix B-4**.

6.1.3 2021-2022 Safety Unit Represented Employees in Safety Classifications Salary Schedule

Effective **July 1, 2021**, the City shall improve the base salary schedule for unit **represented employees in safety** classifications by **two percent (2.0%)** over the **2020-2021** salary schedule in **Appendix B-2**. This increase shall apply to all unit **represented employees in safety classifications** 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 **2020-2021 Safety Member Salary Schedule in Appendix B-2** for all current unit **represented employees in safety classifications in active, paid status on the effective date**.

The **2021-2022** salary schedule for unit **represented employees in safety** classifications shall include the **2021-2022 equity adjustment for unit represented employees in safety classifications** and shall be titled “**2021-2022 Safety Member Salary Schedule**” and shall be attached to this Agreement as **Appendix B-3**.

6.1.4 2022-2023 Unit Represented Employees in Safety Classifications Salary Schedule

Effective at the beginning of the first full pay period in **July 2022**, the City shall improve the base salary schedule for unit members in **safety classifications** by **two percent (2.0%)** over the **2021-2022 Safety Member Salary Schedule set forth in Appendix B-3**. This increase shall apply to all **safety unit represented employees in active, paid status on the effective date**.

Effective at the beginning of the first full pay period in **July 2022**, the City shall provide an additional one percent (1%) equity adjustment over the **2021-2022 Safety Member Salary Schedule in Appendix B-3** for all current unit **represented employees in safety classifications in active, paid status on the effective date**.

The **2022-2023** salary schedule for unit **represented employees in safety** classifications shall include the **2022-2023 equity adjustment for unit represented employees in safety classifications** and shall be titled “**2022-2023 Safety Member Salary Schedule**” and shall be attached to this Agreement as **Appendix B-4**.

The rates of pay set forth in the salary schedule represent the standard rate of pay for full-time employment for each classification. Compensation for unit **represented employees** working less than full-time shall be adjusted proportionately.

The rates of pay set forth in the salary schedule represent the total compensation due unit **represented employees**, except for other benefits specifically provided for by City Council or this Memorandum of Understanding.

The rates of pay set forth in the salary schedule do not include reimbursement for actual and necessary expenses authorized and incurred incident to City employment.

6.2 *One-Time Lump Sum Payment for FY 2021-2022 and FY 2022-2023*

FY 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 beginning on the pay date for the first pay period following City Council approval of the MOU.

FY 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 pay period after July 1, 2022.

6.3 *Total Compensation Surveys*

When preparing a total compensation survey for use at the bargaining table as described in Government Code Section 3505.4(d), the City agrees to consider the parties' historic use of the following cities as one element of determining total compensation: Belmont, Burlingame, Daly City, Foster City, Menlo Park, Millbrae, San Bruno, San Carlos, **City of San Mateo**, and South San Francisco.

6.4 *Salary for New Employees*

Except as herein otherwise provided, the entry salary for a new employee entering employment in classified service shall be the minimum salary for the class to which such new employee is appointed. In cases of unusual recruitment difficulty or of hiring exceptionally qualified personnel, initial salary may be 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 unit **represented employee** is appointed.

6.5 *Pay Days*

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.

6.6 *Salary Range and Evaluation*

Effective with any evaluation initiated after adoption of this Memorandum of Understanding, each unit **represented employee** shall have a salary range with a designated minimum and maximum salary only, with no pre-established advancement steps within the range. In conjunction with the unit **represented employee's** annual performance evaluation, the unit **represented employee's** supervisor shall consider a merit salary increase. 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 unit **represented employee's** performance and shall require recommendation of the Department Director and approval of the City Manager. Standards of performance shall become progressively higher as the unit **represented employee** advances through the salary range.

Unit **represented employees** at the top of their designated salary range shall also be evaluated on an annual basis by their Department Director or the City Manager. If such unit **represented employees** have a satisfactory evaluation with the individual's performance being at an acceptable level, the unit **represented employee's** salary shall continue to be at the top of their designated salary range. If the unit **represented employee's** general performance and work habits are unsatisfactory, an increase in salary may be withheld in lieu of dismissal or other disciplinary action, or the salary of the employee may be reduced within the established salary range for his/her classification upon recommendation of the Department Head and approval of the City Manager. Any regular unit **represented employee** shall, upon request, be given a statement of the justification for reduction in salary.

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

No manager shall receive less than five percent (5%) more than any subordinate who reports to that manager caused by any increase in subordinate's salary during the term of this agreement.

6.7 Exceptional Contribution Adjustment

When a 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 significant, 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 may be granted either in a one-time lump sum amount or in increments 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 award period will be determined by the City Manager.

6.8 Salary Upon Transfer or Promotion

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 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.

6.9 Work Out of Classification

A unit **represented employee** shall not work out of his/her classification except in emergencies, or unless s/he is specifically assigned by his/her Department Director or the Department Director's duly authorized representative.

In the event of a planned absence of a Department Director or other senior management position, it shall be the responsibility of the Director to nominate, with the City Manager's approval, a management employee to act in the capacity of Director or other senior management position. Since such acting assignments are considered to be part of the regular duties of management personnel, there shall be no additional compensation for this designation unless the vacancy shall

be for an extended period of time of at least thirty (30) days. If thirty (30) days is reached in the assignment, then the entire time is compensated with an additional 5% pay.

If a Department Director or other senior manager is ill or away from his/her position or the position is vacant for an extended period of time, the City Manager shall name an Acting Director or senior manager to act in this capacity who may be eligible for additional compensation.

The amount of extra compensation provided under this policy will be determined by the City Manager based upon the circumstances of the vacant position, and shall be a minimum of five percent (5%).

6.10 Commercial Drivers License Pay

Unit represented employees who have been requested by the City to obtain a driver's license with an "A" or "B" designation (commercial license) and whose duties require this type of driver's license will receive an additional one hundred and fifty dollars (\$150) per month.

Section 7. Retirement

7.1 City's Contract with CalPERS

Unit **represented employees** are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section and in the City's contract with CalPERS.

*7.2 CalPERS Election about Unit **Represented Employee's** Payment of City's Pension Costs (Applies to All Tiers)*

The parties acknowledge that CalPERS mandates an election of 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 7. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, unit **represented employee** contributions will be made pursuant to Government Code Section 20516, and shall extend beyond the expiration of this MOU. The Union, 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 7.

*7.3 Unit **Represented Employee's** Payment of City's Pension Costs (Applies to All Tiers)*

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 7, 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 Union, 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 7 effective on the date of Council approval of this MOU (concurrently with the salary schedule increases provided

by Sections 6.1.1 and 6.1.3). The Union and the City will take any and all actions necessary to implement the Section 20516(f) cost sharing arrangement described in this Section 7.

*7.4 Miscellaneous Tier One: 2.5% at 55 Retirement Program – Miscellaneous Bargaining Unit **Represented Employees** Hired On or Before December 31, 2012 and Unit **Represented Employees** Qualified for Reciprocity (Classic Member)*

This Section 7.4 (including subsections) shall apply to miscellaneous bargaining unit **represented employees** hired on or before December 31, 2012. In addition, this Section 7.4 shall apply to miscellaneous 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 (Classic Member) requirements:

7.4.1 2.5% at 55 Pension Formula

The “2.5% @ 55” retirement program will be available to miscellaneous bargaining unit **represented employees** covered by this Section.

7.4.2 Final Compensation Based On 12-Month Period

For the purposes of determining a retirement benefit, final compensation for miscellaneous bargaining unit **represented employees** covered by this Section 7.4 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

*7.4.3 Required Bargaining Unit **Represented Employee** Contributions*

7.4.3.1 Miscellaneous bargaining unit **represented employees** covered by this Section 7.4 shall continue to pay, through payroll deduction, the 8.0% member contribution.

7.4.3.2 Pension Cost Sharing

Effective on the first day of the first pay period after City Council approval of this MOU, miscellaneous bargaining unit **represented employees** covered by this Section 7.4 shall pay, through payroll deduction, the 8.0% member contribution and an additional 2.5% of PERSable compensation for a total contribution of 10.5% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

*7.5 Miscellaneous Tier Two: PEPPRA Retirement Tier Required For Miscellaneous Bargaining Unit **Represented Employees** Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not A Classic Member)*

This Section 7.5 (including subsections) shall apply to miscellaneous bargaining unit **represented employees** who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

7.5.1 *2% at 62 Pension Formula*

The “2% @ 62” retirement program will be available to miscellaneous bargaining unit **represented employees** covered by this Section 7.5.

7.5.2 *Final Compensation Based On 36-Months*

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for miscellaneous bargaining unit **represented employees** covered by this Section 7.5 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

7.5.3 *Required Bargaining Unit **Represented Employee** Contributions*

7.5.3.1 As required by Government Code Section 7522.04(g), effective January 1, 2013, miscellaneous bargaining unit **represented employees** covered by this Section 7.5 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

7.5.3.2 *Pension Cost Sharing*

Effective on the first day of the first pay period after City Council approval of this MOU, in addition to paying 50% of normal costs as described above, miscellaneous bargaining unit **represented employees** covered by this Section 7.5 shall pay, through payroll deduction, an additional 2.5% of PERSable compensation toward the normal costs of pension benefits as permitted by Government Code Section 20516.

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

This Section 7.6 (including subsections) shall apply to bargaining unit **represented employees** in safety classifications who were hired on or before December 31, 2012. In addition, this Section 7.6 (including subsections) shall apply to bargaining unit **represented employees** in safety classifications who were 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:

7.6.1 *3% at 55 Pension Formula*

The “3% at 55” retirement program will be available to bargaining unit **represented employees** covered by this Section 7.6.

7.6.2 *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 7.6 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

*7.6.3 Required Safety Bargaining Unit **Represented Employee** Contribution*

Each safety bargaining unit **represented employee** covered by this Section 7.6 shall continue to pay through payroll deduction the nine percent (9.0%) required bargaining unit **represented employee** contribution.

*7.6.4 Additional Required Safety Bargaining Unit **Represented Employee** Contribution*

Each safety bargaining unit **represented employee** covered by this Section 7.6 shall continue to pay through payroll deduction the nine percent (9.0%) required bargaining unit **represented employee** contribution as described above. Effective the first day of the first pay period after City Council approval of this MOU, each safety bargaining unit **represented employee** covered by this Section 7.6 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.

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

Effective January 1, 2013, this Section 7.7 (including subsections) shall apply to safety 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).

7.7.1 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 safety bargaining unit **represented employees** covered by this Section 7.7.

7.7.2 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.

*7.7.3 Required Unit **Represented Employee** Contribution*

As required by Government Code Section 7522.04(g), safety unit **represented employee** s covered by this Section 7.7 shall pay, through payroll deductions, fifty percent (50%) of normal costs.

*7.7.4 Additional Required Safety Bargaining Unit **Represented Employee** Contribution*

Each safety bargaining unit **represented employee** covered by this Section 7.7 shall continue to pay fifty percent (50%) of normal costs as described above. Effective the first day of the first pay period after City Council approval of this MOU, in addition to paying fifty percent (50%) of normal costs, safety bargaining unit **represented employees** covered by this Section 7.7 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.

7.8 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 unit **represented employee** shall pay through payroll deductions the PERS contributions described in this Section 7 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).

*7.9 PARS Plan For Unit **Represented Employees** Hired Before July 1, 2012*

The City shall provide the supplemental PARS Retirement Annuity of .5% @ 55 for eligible unit **represented employees** hired before July 1, 2012. Unit **represented employees** hired on or after July 1, 2012 shall not be eligible for the supplemental PARS Retirement Annuity.

7.9.1 Effective upon the City Council's approval of the MOU, the PARS Plan shall be revised to allow eligible unit **represented employees** to retire as early as age 50 with five (5) years of full-time management service with the City. Eligible unit **represented employees** who want to participate in the plan in order to retire before age 55 shall contribute one quarter of one percent (0.25%) of their base salary toward the cost of this benefit, and shall continue this contribution until they reach age 55 or they retire from the City, whichever occurs first. Eligible unit **represented employees** who do not elect to begin contributing toward the revised PARS Plan by the first full pay period following Council approval of the MOU shall not be eligible to retire before age 55 and receive PARS supplemental retirement benefits.

7.10 Definition of Status Quo Ante

For all unit **represented employees**, 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 7.

Section 8. Anniversary Date

For all purposes except eligibility for salary increases, an employee's anniversary date shall be the date of initial hire.

Section 9. Hours of Work

9.1 The regular workweek for full-time employees shall consist of forty (40) hours.

9.2 **Employees** of the bargaining unit under the Fair Labor Standards Act are exempt. The City shall comply with any amendments to FLSA affecting bargaining unit **represented employees**. Alleged violations of the FLSA are subject to litigation rather than the arbitration provisions in the grievance procedure.

Section 10. Layoff

At least thirty (30) calendar days prior to the effective day of the layoff, the City Manager or where the authority has been delegated by the City Manager, the City Manager’s representative, shall notify the unit **represented employees** affected in writing. Layoff shall be made -within the classes of positions and all temporary employees in affected classifications shall be laid off prior to layoff of any probationary or regular unit **represented employees**. For the purpose of determining order of layoff, total cumulative time shall include time served during a military leave of absence.

Unit **represented employees** laid off shall have the right to displace the employee in the same classification having the least seniority; provided, however, if there is no other employee in the classification of the laid off unit **represented employee** with less seniority, the laid off unit **represented employee** may take a voluntary demotion to a classification in which such unit **represented employee** had prior permanent status, thus displacing the unit **represented employee** working in that classification who has less seniority. Names of persons laid off shall be placed upon reemployment lists in order of total cumulative time served and shall remain on such list for a period of two (2) years unless reemployed sooner. Sick leave and seniority rights earned prior to layoff will be returned to the unit **represented employee** upon reemployment. Upon request of the unit **represented employee**, with the permission of the City Manager demotion may be made to a vacant position in place of layoff. The City Manager’s decision shall be final.

Section 11. Holidays and Vacations

11.1 *Authorized Holidays*

The holidays for this unit are:

- | | | |
|------|-----------------------------|-----------------------------------|
| (1) | January 1 | (New Year’s Day) |
| (2) | Third Monday in January | Martin Luther King Jr.’s Birthday |
| (3) | Third Monday in February | (Washington’s Birthday) |
| (4) | Last Monday in May | (Memorial Day) |
| (5) | July 4 | (Independence Day) |
| (6) | First Monday in September | (Labor Day) |
| (7) | November 11 | (Veteran’s Day) |
| (8) | Fourth Thursday in November | (Thanksgiving Day) |
| (9) | Fourth Friday in November | (Friday after Thanksgiving Day) |
| (10) | December 24 | (Christmas Eve Day) |
| (11) | December 25 | (Christmas Day) |

- (12) Floater To be taken at the mutual convenience of the Department and the employee.
- (13) Floater To be taken at the mutual convenience of the Department and the employee.

Regular full-time unit **represented employees** shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday.

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

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

11.2 Eligibility

All unit **represented employees** shall be entitled to annual vacation leave except employees serving the first six (6) months of the original one (1) year probationary period.

11.3 Vacation Credits Accrual

Vacation time shall be accrued in hourly amounts according to the following schedule:

Years of Service	Vacation Days Earned per Year of Full-Time Service	Hours Accrued Per Pay Period
1st yr. through 5th yr.	11 days	3.38
6th yr. through 10th	16 days	4.92
11th year	17 days	5.23
12th year	18 days	5.54
13th year	19 days	5.85
14th year	20 days	6.15
15th year	22 days	6.77
16th year	23 days	7.08
17th year	24 days	7.38
18th year	25 days	7.69
19th year	26 days	8.00
20th year & up	27 days	8.31

Maximum vacation accrual is two times the annual accrual rate. Unit **represented employees** whose vacation accrual was above twice the annual accrual rate as of July 1, 2011 shall have six months from October 10, 2011 (the anticipated date for Council adoption of this MOU) to reduce their accrual to the 2x maximum. After April 1, 2011, vacation time shall not be accrued during any pay period in which unit **represented employee's** vacation leave bank exceeds the applicable annual accrual rate.

11.4 Time Charged

Vacation time shall be charged on the basis of the number of days used for vacation purposes, and in conformance to the Fair Labor Standards Act.

11.5 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 member may draw upon anticipated vacation credits not to exceed five (5) working days. At termination of employment the City shall be reimbursed by the unit **represented employee** for any vacation taken in excess of vacation credit, through payroll deduction.

11.6 Vacation Scheduling and Accumulation

The times during the calendar year at which a unit **represented employee** may take his/her vacation shall be determined by the Department Director or the City Manager 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/her annual vacation in a particular year, the Department Director or the City Manager may permit the unit **represented employee** to take such deferred vacation during the following calendar year. No unit **represented employee** may accumulate more than two times his/her annual vacation allowance.

11.7 Sick Leave During Vacation

If a unit **represented employee** becomes sick during his/her 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.

11.8 Return of Vacation

Managers will be allowed to sell to the city, up to **three (3)** weeks of vacation leave per year, at the unit **represented employee's** prevailing wage. Managers will not be allowed to sell the last **one (1)** week of vacation at any time.

11.9 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 employees reemployed by the City shall receive no credit for prior service in determination of vacation benefits.

Section 12. Sick Leave

12.1 Sick Leave Plan

12.1.1 Accrual

Regular unit **represented employees** shall earn sick leave credit at the rate of one (1) day per month.

12.1.2 Usage

Sick leave shall not be considered a privilege which a unit **represented employee** may use at his/her 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.

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:

- **For the unit represented employee's own illness or injury or for the illness or injury of the unit represented employee's family member. See Section 13.1 Family Illness Leave.**
- 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.
- For unit **represented employees** who are victims of domestic violence, sexual assault or stalking as specified in state law.
- 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 member is on sick leave. All unit **represented employees** shall be entitled to sick leave compensation except unit **represented employees** 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 **represented employee's** daily duties.

When the absence is for more than one (1) working day, unit **represented employees** may be required to file a physician's statement with the Department Director verifying a medical need for the absence.

12.2 Incapacity to Perform Duties

The City Manager or designee may require any unit **represented employee** who the 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 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 12.3 (Long-Term Disability). Vacation and sick leave credits shall not accrue when a unit **represented employee** is on an unpaid leave of absence.

12.3 Sick Leave at Retirement

Unit **represented employee** retiring from the City Service, under provisions of a City-sponsored retirement system shall elect one of the following options (no unit **represented employee** shall be entitled to take both the cash out option and the PERS credit option):

- 12.3.1 Receive pay for twenty-five percent (25%) of their accumulated sick leave credit, not to exceed Three Thousand Dollars (\$3000). Such pay shall be computed at the rate of pay on the date of retirement (see NOTE below); or
- 12.3.2 Convert one hundred percent (100%) of their accumulated sick leave credit to additional CalPERS retirement service credit under the provisions of Government Code Section 20965.

12.4 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.

12.5 Catastrophic Illness or Injury Time Donation Program

Employees may donate time in accordance with the City's Catastrophic Illness or Injury Policy.

Section 13. Leaves of Absence

13.1 Family Illness Leave

According to State Law, a unit **represented employee** may use his or her accrued sick leave up to a maximum of six (6) days per year, where the unit **represented employee's** attendance is required to attend to a member of his family who is ill. A doctor's note may be required to substantiate the illness of the family member.

For the purpose of this Section 13.1 "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the unit **represented employee's** 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.

13.2 Family Care & Medical Leave

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.

13.2.1 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.

13.2.2 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:

- a) The birth of a child and to care for the newborn child (FMLA and CFRA);
- b) 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);
- c) 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 **represented employee** 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.)
- d) Because of a unit **represented employee's** 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.)

- e) 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.

*13.2.3 Family Care and Medical Leave To Care for a Covered **Servicemember** 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 servicemember with a serious injury or illness if the unit **represented employee** is the spouse, son, daughter, parent, or next of kin of the covered servicemember.

- a) An eligible unit **represented employee's** entitlement under Section 13.2.3 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember 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 servicemember.
- b) 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.

13.2.4 Pay Status and Benefits

Except as provided in this Section 13, 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) work weeks 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.

13.2.5 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.

13.2.6 *Notice to the City*

- a) 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.
- b) 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.
- c) 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.

13.2.7 *Medical Certification*

- a) 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.
- b) 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.
- c) 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.
- d) 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.

13.2.8 *Minimum Duration of Leave*

- a) Leave does not need to be taken in one continuous period of time.
- b) 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.

- c) Leave taken for reason of birth, adoption, or foster care placement of a child of the unit member 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.

13.2.9 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.

13.2.10 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 unit **represented employees**. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

13.2.11 Employee's Status on Returning from Leave

Except as provided by law, on return from family care and medical leave, an 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 employer'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.

13.3 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.

13.3.1 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.

13.3.2 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.

13.3.3 Health and Welfare Benefits

The City shall maintain its contribution toward health and welfare benefits under Section 14 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.

13.3.4 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.

13.3.5 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

- a) A pregnancy disability leave shall run concurrently with the unit **represented employee's** FMLA leave entitlement.
- b) 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.
- c) 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 member 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.

13.4 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 a unit **represented employee** is released from jury duty each day, he or she must report to work promptly for the balance of his or her regularly scheduled shift or workday.

13.5 Military Leave

The provisions 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 unit **represented employees**.

13.6 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 or her candidacy.

13.7 Leave of Absence Without Pay

Upon written request, the City Manager, or where the authority has been delegated by the City Manager, the City Manager's representative, may grant unit **represented employee** a leave of absence without pay for a definite period not to exceed one (1) year. The decision by the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative, 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 unit **represented employee** on leave to report promptly on its expiration, or within fifteen (15) days after notice to return to duty shall result in such unit **represented employee**'s automatic dismissal. Vacation and sick leave credits shall not accrue to unit **represented employees** on voluntary leave of absence. Additionally, seniority credits shall not accrue to a unit **represented employee** on voluntary leave of absence.

13.8 Bereavement Leave

In case of death within the immediate family of a unit **represented employee**, such 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 for the times hereinafter specified:

13.8.1 If the service is within the Bay Area (i.e., Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Sonoma Counties) not to exceed a maximum of three (3) working days.

13.8.2 If the service is outside the Bay Area, not to exceed a maximum of five (5) working days. Said bereavement leave is not to be charged to sick or vacation leave.

For the purpose of this Section 13.8, 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, stepchildren, foster children, or other persons with whom there is a demonstrated child-rearing/parental or immediate familial relationship.

13.9 Absence Without Official Leave

Failure of a unit **represented employee** to report for duty on a normal working day or shift without notice to his department director of the reason for such absence within thirty (30) minutes after the time designated as the beginning of the work day shall constitute absence without leave and without pay. A unit **represented employee** should make every effort to contact their department director prior to the start of their shift if they plan to be absent.

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

*13.10 Administrative Leave for Unit **Represented Employees***

For the duration of this MOU only, unit **represented employees** will receive administrative leave at the rate of seventy-two (72) hours per fiscal year. The administrative leave is in lieu of compensatory time, must be used during the fiscal year in which it is received, has no cash value, and does not accumulate from year to year. For the 2018-2019 fiscal year, the increase in administrative leave from 60 to 72 hours shall be prorated to reflect the MOU effective date. After the expiration of the MOU, unit **represented employees** will receive administrative leave at the prior rate of sixty (60) hours per fiscal year.

13.11 Catastrophic Illness or Injury Time Donation Program

For unit **represented employees**, the City will continue to offer a catastrophic leave program for donation of time in the event of catastrophic illness or injury.

13.12 Industrial Disability Leave With Pay

No disability leave with pay will be granted to non-safety unit **represented employees** 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. The City will pay full pay for the initial three (3) months' leave to non-safety unit **represented employees** who suffer industrial disabilities and are on authorized Industrial Disability leave. Workers' Compensation benefits will be integrated and checks endorsed to the City by the unit **represented employee**. No use of sick leave will be required during the first three (3) months. Full pay as used herein shall mean the employee's base rate of pay.

After the first three (3) months of Industrial Disability Leave, until the three hundred sixty-fifth (365th) consecutive calendar day's absence or the unit **represented employee** is determined to be permanently disabled, the unit **represented employee** may integrate Workers' Compensation

disability benefits with unused sick leave to assure no loss of compensation. The ratio used will be seventy-five percent (75%) City/Workers' Compensation pay and twenty-five percent (25%) sick leave. Insurance premiums will continue to be paid by the City.

Safety unit **represented employees** are covered under Labor Code Section 4850, et seq. While on 4850 leave, **safety unit represented employees** will accrue benefits and the City will continue to contribute to benefits as usual.

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 unit **represented employee** (effective dates are listed in the chart below). For the purpose of this Health and Welfare Section, “full-time” means the Teamsters 350 Manager unit **represented employee** is assigned to a classification requiring the unit **represented employee** to work at least forty (40) 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 Teamsters 350 Manager unit **represented employee** the difference. The City and Teamsters 350 Manager unit acknowledge the parties may propose changes to Section 14 during the successor contract negotiations in 2023. During the successor contract negotiations, this Section 14.1 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time Teamsters 350 Manager unit **represented employee**. Teamsters 350 Manager 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>Teamsters 856 Offered Medical Plan</u>			
	<u>Effective July 1, 2021</u>	<u>Effective January 1, 2022</u>	<u>Effective January 1, 2023</u>
		<u>2% Increase</u>	<u>2% Increase</u>
<u>Employee Only</u>	<u>877.70</u>	<u>\$895.25</u>	<u>\$913.16</u>
<u>Employee 1</u>	<u>\$1,700.97</u>	<u>\$1,734.99</u>	<u>\$1,769.69</u>
<u>Employee Plus 2 or more</u>	<u>\$2,211.27</u>	<u>\$2,255.50</u>	<u>\$2,300.61</u>

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

14.1.2 Additional Premium Contributions for Unit Represented Employees Electing the Teamsters 856 Offered Medical Plan for the MOU Period Only

For the duration of this MOU only, the City will make additional contributions towards health care premiums above the maximum amounts listed in Section 14.1.1 for **unit represented employees enrolled in the Teamsters 856 offered medical plan. Unit represented employees enrolled in the City medical plans will only receive the City contribution listed in Section 14.1.1 and not the additional contributions listed in this Section 14.1.2.** During the periods listed below, the City’s total contribution toward health care premiums **unit represented employees enrolled in the Teamsters 856 offered medical plan** shall be up to the following maximum amounts per month:

- **July 1, 2021 to December 31, 2021: \$930.10 (Employee Only); \$1,802.50 (Employee + 1); \$2,343.25 (Employee +2 Or More)**
- **January 1, 2022 to December 31, 2022: \$948.70 (Employee Only); \$1838.55 (Employee + 1); \$2,390.12 (Employee +2) Or More)**
- **January 1, 2023 to June 30, 2023: \$967.67 (Employee Only); (Employee +1) \$1875.32; Employee + 2 or more) \$2437.92.**

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. **In order to ensure all City employees receive the same City contribution to employee medical plans**, the City shall not be required to continue the additional contributions described in this Section 14.1.2 beyond the expiration of this MOU. After the expiration of the MOU, the maximum contribution amounts listed in the chart in Section 14.1.1 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time unit **represented employee**.

14.1.3 Eligibility

To be eligible for the Teamsters Health and Welfare Trust Fund Benefits, a unit **represented employee** must be working or on paid status for eighty (80) or more hours in the preceding calendar month. To be eligible for a CalPERS offered medical plan, a unit **represented employee** must meet the criteria established by CalPERS.

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.

14.1.4 Health In-Lieu Payment Plan

The City will pay a monthly taxable five hundred and fifty dollars (\$550) in-lieu payment to a Teamsters 350 Manager 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. City Health in-Lieu payments shall be effective the first pay period in January 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. Teamsters 350 Manager 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 Teamsters 856 Dental, Orthodontia, and Vision

For each unit **represented employee** enrolled in employee-only, two-party, or family Teamster 856 medical coverage, the City shall contribute an additional one hundred sixty-three dollars (\$163) per month per unit **represented employee** to the Teamsters 856 Trust

Fund, and the Teamsters 856 Trust Fund shall provide such unit **represented employees** with a composite dental, orthodontics, and vision coverage.

14.2.2 City of Pacifica Self-Funded Dental Plan

For each unit **represented employee** not enrolled in the Teamsters 856 medical 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 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 employee and per dependent.
- c) A lifetime maximum orthodontia benefit of two thousand dollars (\$2,000) for each eligible employee and dependent.

14.2.3 City of Pacifica VSP Vision Plan

For each unit **represented employee** not enrolled in the Teamsters 856 medical plan, the City shall contribute the following amounts per month per unit member:

- a) Unit **Represented Employee** Only - \$18.29
- b) Unit **Represented Employee** Plus One - \$26.52
- c) Unit **Represented Employee** Family - \$47.56

14.3 Life and Disability Insurance

14.3.1 Life Insurance

The City shall contribute towards payment of term life insurance benefits an amount equal to the premium cost of two (2) times the unit **represented employee's** annual salary up to an annual salary of \$200,000 for each eligible unit member.

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 unit **represented employee**.

14.4 Domestic Partners Health Benefits

The City will provide medical, dental, and vision benefits for registered domestic partners of 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 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, Teamsters 350 Manager 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). Teamsters 350 Manager 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. Teamsters 350 Manager 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 Teamsters 350 Manager unit **represented employees** shall be responsible for paying their share of the outside contractor's administration fee.

14.8 Commuter Assistance Account

To the extent permitted by the Internal Revenue Service, the City will offer an IRS qualified Commuter Plan. Teamsters 350 Manager 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.

14.9 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. Teamsters 350 Manager 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.

14.10 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. Teamsters 350 Manager 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.

14.10.1 Beginning the first full pay period after July 1, 2022, 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.

14.10.2 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. Vehicle Use

15.1 Reimbursement for Use of Private Vehicles

The City shall reimburse unit **represented employees** for use of the unit **represented employee's** private vehicle at the current applicable IRS established federal business standard mileage rate. To be eligible for reimbursement, the unit **represented employee** must be authorized to use a private vehicle for travel required in the performance of official duty, and the unit **represented employee** must substantiate the time, place, and business purpose of the travel

During any period of time when a unit **represented employee** is receiving the mileage reimbursement described in this Subsection 15.1, the City Manager shall not assign the unit **represented employee** a City pool, specially equipped, or public safety vehicle as described in Subsection 15.2.

No unit **represented employee** shall be entitled to mileage reimbursement for travel between the unit **represented employee's** home and the unit **represented employee's** work location.

15.2 Use of City Pool, Specially Equipped, or Public Safety Vehicle

For some unit **represented employees**, the nature of the unit **represented employee's** work may require the unit **represented employee** to drive a City pool, specially equipped, or public safety vehicle while on duty and actively performing services for the City. At his or her sole discretion,

the City Manager, or his or her designee, shall determine whether the nature of the unit **represented employee's** work requires the unit **represented employee** to drive such a City vehicle while on duty and actively performing service for the City. For each such unit **represented employee**, the City Manager, or his or her designee, may authorize the unit **represented employee** to use a City pool, specially equipped, or public safety vehicle while on duty and actively performing services for the City.

Such unit **represented employees** shall comply with City regulations governing the use of a City pool, specially equipped, or public safety vehicle.

A unit **represented employee** authorized to use a City pool, specially equipped, or public safety vehicle shall not use the City vehicle to travel between the unit **represented employee's** home and the unit **represented employee's** work location.

During any period of time when the City Manager has assigned a unit **represented employee** a City pool, specially equipped, or public safety vehicle, the unit **represented employee** shall not be eligible for the mileage reimbursement described in Subsection 15.1.

15.3 No Car Allowance

No bargaining unit **represented employee** shall be eligible for a monthly car allowance.

Section 16. Safety Equipment

All unit **represented employees** required to wear steel-toed safety shoes in the performance of their job duties shall be provided an allowance equal to the allowance provided employees in the Miscellaneous Unit.

Section 17. Uniform Allowance

17.1 General Provisions

As a condition of employment, the City may require unit **represented employees** in the Fire and Public Works departments and the Wastewater Treatment Plant to wear uniforms during work hours. The uniforms provided are not suitable for everyday wear, and unit **represented employees** shall wear the provided uniforms only while on duty and traveling to and from work.

To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the required uniforms for classic members (as defined by CalPERS). For classic members, the City and unit **represented employees** will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. Pursuant to CalPERS regulations, the value of uniforms for new members (as defined by CalPERS) and the value of safety clothing and equipment does not count as special compensation.

17.2 Fire Department Uniforms

Fire Department unit **represented employees** who are required to wear uniforms not provided by the City shall receive an annual uniform allowance equal to eight hundred dollars (\$800). Effective the first pay period after December 1, 2016, this allowance shall be paid at the rate of \$30.77 per pay period.

17.3 Public Works Department & WWTP Uniforms

For unit **represented employees** assigned to the Public Works Department and the Wastewater Treatment Plant, the City shall provide uniforms and a uniform cleaning service to employees who are required to wear uniforms as a condition of employment. The cost of the uniforms provided and the uniform cleaning service shall not exceed \$700 per year. Beginning January 27, 2017, the value of these uniforms and cleaning service shall be reported to CalPERS each pay period in an amount not to exceed \$26.92 per pay period.

17.4 WWTP Unit Represented Employees

For unit **represented employees** assigned to the Wastewater Treatment Plant, the City shall provide coveralls which are solely for personal health and safety purposes of the unit **represented employee**. The City will provide and pay for regular cleaning service for the coveralls.

Section 18. Tuition Reimbursement

A unit **represented employee** may be reimbursed up to a maximum of **Two** Thousand Dollars (\$2,000.00) within one 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 or that the unit **represented employee** will be better prepared for promotional opportunities.

The unit **represented employee** must submit a claim form for reimbursement to the Director of General Services giving all information needed for an evaluation of the request. The Director of General Services 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, a copy of the grade sheet or certificate must be filed in the Personnel Office for placement in the unit **represented employee's** personnel file. All reimbursement must be returned to the City in full if the unit **represented employee** does not achieve at least a "C" grade.

If the unit **represented employee** leaves City employment within one (1) year after reimbursement, such unit **represented employee** is required to refund one-half (1/2) of the reimbursement to the City.

Section 19. Labor Management Committee

The City and Union will form a Labor Management Committee to meet quarterly to review issues of concern. Representatives of all bargaining units may participate in the Labor Management Committee.

Section 20. Probationary Period

20.1 Duration

All appointments and promotions shall be tentative and subject to a probationary period of not less than one (1) year from the date of appointment or promotion. Where a unit **represented employee's** extended absence from work has prevented a full probationary evaluation, the probationary period may be extended by the City Manager or where the authority has been delegated by the City Manager, Department Director, in order to provide a full probationary evaluation. For the purpose of this Section, an extended absence from work shall be defined as absences of at least one (1) calendar month or six (6) cumulative weeks.

20.2 Termination

The City Manager, or where the authority has been delegated by the City Manager, the Department Director may terminate a probationary employee at any time during the probationary period for any reason. Upon such action of termination, the probationary employee shall have no right of appeal in any manner and no recourse to any of the procedures set forth in the Memorandum of Understanding.

20.3 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 employees appointed from a reemployment eligibility list shall be given regular appointments when reemployed. Regular employees who are demoted to lower classifications shall be given regular appointments in the lower classifications; provided, however, that the employee has had prior regular status in the lower classification.

20.4 Layoff

A unit **represented employee** who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo a new probationary period. Former probationary 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.

20.5 Transfer

Regular 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.

20.6 Promotions

Regular employees who are promoted to a higher classification shall undergo the probationary period prescribed for the higher classification. During the probationary period, a unit **represented employee** may be rejected at any time by the appointing authority without right of appeal and without recourse to the procedures provided in Section 19 (Grievances) hereof.

Section 21. Dismissal, Suspension or Demotion for Cause

The City Manager or where the authority has been delegated by the City **represented employee** for cause. Suspension without pay shall not exceed thirty (30) days in any fiscal year. Also, in accordance with the Fair Labor Standards Act, the suspension may not be for less than five (5) days unless it involves a safety violation. In accordance with applicable State law, a unit **represented employee** shall be notified in writing of any proposed disciplinary action with a copy to the Union and shall be given an opportunity to respond in writing or in person.

Any regular employee (one who has passed the probationary period) who is suspended, demoted or dismissed shall be furnished a written notice of such action. Upon the unit **represented employee's** request, the unit member shall be provided a written statement of the reasons for such action.

Section 22. Grievances

22.1 Definition

A grievance is any dispute which 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 the named City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. A grievance regarding discipline, suspension or discharge must be filed within seven (7) work days. All other grievances must be filed within fourteen (14) work days. All grievances shall be handled in accordance with the procedure that follows:

22.2 Procedure

Grievances shall be processed in the following manner:

- 22.2.1 Step 1. Any unit **represented employee** who believes that the unit **represented employee** has a grievance may discuss his complaint with the immediate supervisor in the Department in which the unit **represented employee** works. The grievance shall be presented to the immediate supervisor within fourteen (14) work days of the event giving rise to the grievance. Grievances not presented in the time period shall be considered resolved. The grievance shall state the particulars of the grievance and the nature of the determination desired. The supervisor shall meet with the grievant to attempt to settle the grievance. If the issue is not resolved within the department, or if the unit **represented employee** elects to submit his grievance directly to the Union, the procedures hereinafter specified may be invoked. A grievance may be filed on behalf of a unit

represented employee by the unit **represented employee** or jointly on behalf of a group of unit members or by the Union.

- 22.2.2 Step 2. If not resolved satisfactorily in Step 1 above, the grievant or his/her representative may appeal the decision to the Department Director within ten (10) work days of receipt of the Step 1 answer. Such appeal shall be in writing, detailing the specific issues involved in the appeal together with a statement of the resolution desired. The Department Director shall investigate the issue and attempt to reach a satisfactory resolution of the problem.
- 22.2.3 Step 3. If not resolved satisfactorily in Step 2 above, the grievant or his/her representative may appeal the decision to the City Manager within ten (10) work days of receipt of the Step 2 answer. Such appeal shall be in writing, detailing the specific issues involved in the appeal together with a statement of the resolution desired. The City Manager shall designate a personal representative who is not the Department Director to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the Union, to meet also with the officials of the Union and to settle the grievance or to make recommendations to the City Manager. The City Manager shall render his/her decision within fourteen (14) work days of receipt of grievance. No grievance may be further processed under this Section unless it has been filed in accordance with above paragraphs (1) - (2).
- 22.2.4 Step 4. If not resolved satisfactorily in Step 3 above, the grievant or his/her representative may, within ten (10) work days of the receipt of the Step 3 answer, submit the matter to an Adjustment Board comprised of three (3) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union, and three (3) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.
- 22.2.5 Step 5. If an Adjustment Board is unable to arrive at a majority decision, either the Union or the City may, within ten (10) work days of receipt of the Adjustment Board decision, require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a Court Reporter shall be borne equally by the parties. Each party, however, shall bear the cost of its own presentation, including preparation, witness costs and post hearing briefs, if any.
- 22.2.6 Decision 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 the Union and unless such dispute falls within the definition of a grievance as set forth in Section 19.1.

22.3 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.

22.4 Demotion, Suspension and Dismissal Grievances

When the City Manager in pursuance of Section 19.2 (3) above resolves a grievance which involves suspension or discharge, the City Manager 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 had such right, he may not order reinstatement and may not assess any penalty upon the City.

22.5 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege that unit **represented employees** are not being compensated 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.

22.6 Mutual Agreement on Changes

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative, and Union President.

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, 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. Contracting Out

The City does not anticipate the need to contract out bargaining unit work during the term of this memorandum; however, if the City contemplates contracting out bargaining unit work, the City shall give the Union notice and an opportunity to meet and confer regarding any decision and/or impact that is within the scope of bargaining.

Section 25. No Strike

The Association, its members and representatives, agree that it and they will not during the term of this Memorandum of Understanding 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 employees not covered by this Memorandum of Understanding.

Section 26. Past Practices and Existing Memoranda of Understanding

- 26.1 Continuanace 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.
- 26.2 This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Union.
- 26.3 No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from adjustment Board or arbitration proceedings under Section 22) will be recognized unless agreed to by the City Manager and the Teamsters Local 350, provided that nothing herein shall prevent the City from adjusting past practices to conform with clear contract language.
- 26.4 All existing side letters that are not incorporated into this memorandum of Understanding shall terminate on the effective date of this Memorandum.

Section 27. Additional Provisions

27.1 *Term of Agreement*

The parties acknowledge that this Memorandum must be presented to and approved by the City of Pacifica City Council. Unless otherwise specifically stated in this MOU, this Memorandum shall become effective on the date approved by the City Council, and shall remain in effect through June 30, 2023.


27.2 *Negotiations for a Successor Memorandum of Understanding*

No later than March 15, 2023, the City and the Association shall begin negotiations for a successor Memorandum of Understanding by exchanging initial conceptual proposals.

Made and entered into this day of 2021.

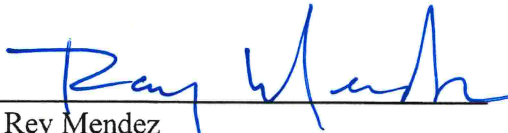
TEAMSTERS LOCAL 350

CITY OF PACIFICA

By: 

John Bouchard, President
Teamster Local Union 350

By: _____
Kevin Woodhouse, City Manager

By: 

Rey Mendez
Teamster Local Union 350 -
Management

By: _____
Tina Wehrmeister, Assistant City
Manager

APPROVED AS TO FORM

By: _____
Michelle Kenyon
City Attorney

APPENDIX A

COMPLETE LIST OF CLASSIFICATIONS INCLUDED IN MANAGEMENT EMPLOYEES UNIT

Associate Civil Engineer

Associate Planner

Childcare Supervisor

Deputy Fire Chief

Field Services Manager

Food / Senior Services Supervisor

Management Analyst I/II

MIS Manager

Paramedic Coordinator

Public Works Superintendent

Public Works Supervisor

WWTP Assistant Superintendent – Maintenance

WWTP Assistant Superintendent – Operations

WWTP Collections System Manager

WWTP Plant Manager

APPENDIX B-1

2020-2021 MISCELLANEOUS MEMBER SALARY SCHEDULE

Position	Salary Range	
	Minimum	Maximum
Senior Civil Engineer	9,900	11,614
Associate Civil Engineer	8,717	10,222
Senior Planner	8,631	10,177
Associate Planner	7,605	8,967
Childcare Supervisor	7,446	8,564
Management Analyst I/II	7,954	10,026
Field Services Manager	11,010	12,661
Food/Senior Services Supervisor	7,446	8,564
Recreation Manager	9,308	10,705
Information Systems and Technology Manager	10,120	12,485
Public Works Superintendent	8,960	10,819
WWTP Assistant Superintendent – Maintenance	9,900	11,614
WWTP Assistant Superintendent – Operations	9,900	11,614
WWTP Collections System Manager	10,648	12,491
WWTP Plant Manager	10,648	12,491

APPENDIX B-2

2020-2021 SAFETY MEMBER SALARY SCHEDULE

Position	Salary Range	
	Minimum	Maximum
Deputy Fire Chief	16,332	17,095
Paramedic Coordinator	10,935	15,691

APPENDIX B-3

**2021-2022-MISCELLANEOUS MEMBER SALARY SCHEDULE
(2% Increase)**

**2021-2022 SAFETY MEMBER SALARY SCHEDULE
(2% Increase + 1% Equity Adjustment)**

2021-22 Salary Schedule		
Teamsters Management Local 350 - Misc		
Associate Civil Engineer	\$ 8,891	\$ 10,426
Associate Planner	\$ 7,757	\$ 9,146
Childcare Supervisor	\$ 7,595	\$ 8,735
Field Services Manager	\$ 11,230	\$ 12,914
Food/Senior Services Supervisor	\$ 7,595	\$ 8,735
Information Systems and Technology Manager	\$ 10,400	\$ 12,896
Management Analyst I/II	\$ 8,113	\$ 10,227
Public Works Superintendent	\$ 9,139	\$ 11,035
Recreation Manager	\$ 9,494	\$ 10,919
Senior Civil Engineer	\$ 10,098	\$ 11,846
Senior Planner	\$ 8,804	\$ 10,381
WWTP Assistant Superintendent – Maintenance	\$ 10,098	\$ 11,846
WWTP Assistant Superintendent- Operations	\$ 10,098	\$ 11,846
WWTP Collections System Manager	\$ 10,861	\$ 12,741
WWTP Plant Manager	\$ 10,861	\$ 12,741
2021-22 Salary Schedule		
Teamsters Management Local 350 - Public Safety		
Deputy Fire Chief	\$ 16,822	\$ 17,608
Paramedic Coordinator	\$ 11,263	\$ 16,162

APPENDIX B-4

**2022-2023-MISCELLANEOUS MEMBER SALARY SCHEDULE
(2% Increase)**

**2022-2023 SAFETY MEMBER SALARY SCHEDULE
(2% Increase + 1% Equity Adjustment)**

2022-23 Salary Schedule		
Teamsters Management Local 350 - Misc		
Associate Civil Engineer	\$ 9,069	\$ 10,635
Associate Planner	\$ 7,912	\$ 9,329
Childcare Supervisor	\$ 7,747	\$ 8,910
Field Services Manager	\$ 11,455	\$ 13,173
Food/Senior Services Supervisor	\$ 7,747	\$ 8,910
Information Systems and Technology Manager	\$ 10,608	\$ 13,154
Management Analyst I/II	\$ 8,275	\$ 10,431
Public Works Superintendent	\$ 9,322	\$ 11,256
Recreation Manager	\$ 9,684	\$ 11,137
Senior Civil Engineer	\$ 10,300	\$ 12,083
Senior Planner	\$ 8,980	\$ 10,588
WWTP Assistant Superintendent – Maintenance	\$ 10,300	\$ 12,083
WWTP Assistant Superintendent- Operations	\$ 10,300	\$ 12,083
WWTP Collections System Manager	\$ 11,078	\$ 12,996
WWTP Plant Manager	\$ 11,078	\$ 12,996
2022-23 Salary Schedule		
Teamsters Management Local 350 - Public Safety		
Deputy Fire Chief	\$ 17,327	\$ 18,136
Paramedic Coordinator	\$ 11,601	\$ 16,647