

**RESOLUTION NO. 59-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA APPROVING THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PACIFICA AND  
PACIFICA POLICE OFFICERS ASSOCIATION 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 City of Pacifica and the Pacifica Police Officers Association bargaining unit, and the Pacifica Police Officers Association bargaining unit has ratified the Memorandum of Understanding; and

**WHEREAS**, said Memorandum of Understanding, as ratified by the Pacifica Police Officers Association bargaining unit and as approved by the City Attorney, is attached hereto along with revised salary schedules for the Pacifica Police Officers Association bargaining unit; and

**WHEREAS**, said Memorandum of Understanding has been approved by the City Council at its meeting held on September 27, 2021 and authorization given for the City Manager to execute said agreement.

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

**BE IT FURTHER RESOLVED**, that in accordance with California Government Code 570.5(a), the salary schedules listed under Appendix A-1 and A-2 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 27, 2021 by the following vote:

**AYES**, Councilmembers: Beckmeyer, Bier, Bigstycyk, 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

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# EXHIBIT A

**MEMORANDUM OF  
UNDERSTANDING**

**BETWEEN**

**CITY OF PACIFICA**

**AND**

**PACIFICA POLICE  
OFFICERS ASSOCIATION**

\_\_\_\_\_, 2021 – June 30, 2023

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# MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF PACIFICA

AND

PACIFICA POLICE OFFICERS ASSOCIATION

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

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

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

## **SECTION 1. RECOGNITION**

### 1.1 Association Recognition

The Pacifica Police Officers Association, hereinafter referred to as the "Association," is the recognized employee organization for the Police Officers Unit comprised of the following classifications certified pursuant to Resolution No. 29-84 adopted by the City Council on April 23, 1984: Police Officer, Police Corporal.

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

## **SECTION 2. ORGANIZATION SECURITY**

### 2.1 Dues Deduction

The City shall continue to provide for the administration of payroll deductions authorized by bargaining unit employees for membership dues, initiation fees, general assessments, and payment of any other membership benefit program provided or sponsored by the Association, and

shall honor requests by the Association for such deductions, as described below. The following procedures shall be observed in the withholding of unit members earnings:

- (1) Payroll deductions shall be for a specified amount and uniform as between unit members of the Association. Dues deduction shall be made only upon the unit member's written authorization provided to and maintained by the Association. The City shall rely on a written certification from the Association requesting a deduction from unit members' salaries confirming that the Association has and will maintain individual signed unit member authorizations affirmatively consenting to the requested payroll deductions. After providing the required certification, the Association shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.

Based on the Association's certification described above, the City shall honor requests by the Association for payroll deduction for membership dues, initiation fees, general assessments, or payment for any other membership benefit program provided or sponsored by the Association.

- (2) The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until the City is notified in writing by the Association of a cancellation or modification. The City shall direct employee requests to cancel or change an existing payroll deduction authorization to the Association. Unit members may authorize payroll deductions only for the organization certified as the recognized unit member organization of the unit to which such unit members are assigned.
- (3) Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, 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 a 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 unit member organization deduction.
- (5) The Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City concerning payroll deductions for payment of Association membership dues, initiation fees, general assessments, or payment of any other membership benefit program provided or sponsored by the Association. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

The provisions of this section 2.1 are intended to be consistent with, and not in conflict with, governing law including but not limited to Government Code sections 1152, 1157.3, and 1157.12.

## 2.2 Use of City Facilities

City employees or the Association, or its representatives may, with the prior approval of the Assistant City Manager or his/her representative, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of City employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

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, the presence of such equipment in approved City facilities notwithstanding.

## 2.3 Use of Bulletin Boards

The Association may use portions of City bulletin boards under the following conditions:

- (1) All materials are subject to the approval of the department director or Division Head in charge of the departmental bulletin board.
- (2) All materials must be dated and must identify the organization that published them.
- (3) Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date. Materials that the department director considers objectionable will not be posted provided, however, the department director shall first discuss this denial with the City Manager.
- (4) The City reserves the right to determine where bulletin boards shall be placed and what portion of them is to be allocated to the Association's materials.

## 2.4 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Association 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, and the Association shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

## 2.5 Allowable Uses of Electronic Media

Association representatives may utilize the City's email system to facilitate communication of information to its members and to coordinate meetings. Such use is subject to all conditions and limitations provided by City policy.

### **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, childbirth, and related medical conditions), gender, gender identity, gender expression, national origin, citizenship status, age, religious creed, physical or mental disability, marital status, medical condition, genetic information, sexual orientation, AIDS/HIV, political activities or affiliations, military and veteran status, status as a victim of domestic violence, assault, or stalking, ancestry, or legitimate unit member 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. ASSOCIATION REPRESENTATIVES**

#### 5.1 Attendance at Meetings by Employees

City employees who are official representatives or unit representatives of the Association 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. 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, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of 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 to officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the Association 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 an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

## 5.3 Bargaining Unit Represented Employee Contact Information

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

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

## 5.4 Union Access to New Employee Orientation

The City will provide a written statement to each new bargaining unit represented employee that the classification is part of a bargaining unit represented by the Association, and the name of an Association representative. The City will provide the

employee with a packet of information and an electronic membership application form supplied by the Association.

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

The City will allow an Association unit represented employee representative and/or an Association outside labor representative access to the onboarding orientation, and spend up to thirty (30) minutes with the new unit represented employees at the end of the onboarding orientation meeting in order to provide information and materials about the MOU and related matters. No representative of City management shall be present during the Association's presentation. A bargaining unit represented employee attending the onboarding orientation meeting as the Association representative shall be given paid release time sufficient to cover the Association's presentation and related travel time. The Association will provide the Human Resources Department with the names of any bargaining unit represented employee who they request to be released for this purpose as soon as reasonably possible, and at least 48 hours before the meeting.

## SECTION 6. PAY PLAN

### 6.1 Base Salaries – Bargaining Unit Classifications

The salary ranges for each bargaining unit classification in effect on June 30, 2021, are stated in Appendix A, attached to and incorporated into this MOU.

### 6.2 Salary Schedule Increase

#### 6.2.1 2021-2019 Salary Schedule

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

Effective July 1, 2021, the City shall provide an additional one percent (1%) equity adjustment over the 2020-2021 Salary Schedule in Appendix A for current bargaining unit represented employees in active, paid status on the effective date.

The 2021-2022 salary schedule shall include both the 2021-2022 salary increase and the 2021-2022 equity adjustment for PPOA bargaining unit represented employees and shall be titled "2021-2022 Salary Schedule" and shall be attached to this Agreement as Appendix A-1.

### 6.2.2 2022-2023 Salary Schedule

Effective at the beginning of the first pay period in July 2022, the City shall improve the base salary schedule for all bargaining unit classifications in Appendix A by three percent (3.0%) over the 2021-2022 salary schedule in Appendix A-1 for bargaining unit represented employees in active, paid status on the effective date.

Effective at the beginning of the first pay period in July 2022, the City shall provide an additional one percent (1%) equity adjustment over the 2021-2022 Salary Schedule in Appendix A-1 for current bargaining unit represented employees in active, paid status on the effective date.

The 2022-2023 salary schedule shall include both the 2022-2023 salary increase and the 2022-2023 equity adjustment for PPOA bargaining unit represented employees and shall be titled "2022-2023 Salary Schedule" and shall be attached to this Agreement as Appendix A-2.

### 6.2.3 One-Time Lump Sum Payment for Fiscal Year 2021-2022 and Fiscal Year 2022-2023

FY 2021-2022: The City shall provide current PPOA 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 each employee's base salary on the pay date for the first full pay period following City Council's approval of this MOU.

FY 2022-2023: The City shall provide current PPOA 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 each employee's base salary on the pay date for the first full pay period following 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: San Bruno, Belmont, Burlingame, Menlo Park, Daly City, Foster City, Redwood City, and South San Francisco.

### 6.4 Salary Schedule Regulations

The rates of pay set forth in Appendices A, A-1, and A-2 (1) 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; (2) represent the total compensation due unit represented employees, except for overtime compensation and other benefits specifically provided for by City Council or this

Memorandum of Understanding; and (3) do not include reimbursement for actual and necessary expenses authorized and incurred incident to City employment.

6.5 Salary for New Unit Represented Employees

Except as herein otherwise provided, the entrance salary for a new unit represented employee entering the classified service shall be the minimum salary for the class to which such new unit member is appointed. In case of unusual recruitment difficulty or of hiring exceptionally qualified personnel, initial salary may be at any step by the City Manager, 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.

6.6 Conversion of Rates

Any monthly, per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such a conversion is advisable.

6.7 Pay Days

Unit represented employees shall be paid bi-weekly.

6.8 Longevity Pay

Unit represented employees who serve as a sworn Department personnel for five (5) or more years shall receive a five percent (5%) salary increase on their fifth anniversary date.

Unit represented employees who serve as a sworn Department personnel for ten (10) years or more shall receive a two percent (2%) salary increase on their **tenth** anniversary date.

Unit represented employees who serve as a sworn Department personnel for fifteen (15) years or more shall receive a two percent (2%) salary increase on their **fifteenth** anniversary date.

6.9 Recruitment Bonus

This City will award a unit represented employee with five hundred dollars (\$500) for each police officer hired by the City with a written recommendation by the PPOA represented employee, and an additional five hundred dollars (\$500) after the new officer completes the probationary period. The unit represented employee making the recommendation must still be employed by the City at the time the award is paid.

6.10 Career Incentive Pay

6.10.1 POST Certificate Pay

Unit represented employees in the classifications covered by this Memorandum of Understanding who successfully completed a probationary



period in one of those classifications, and hold permanent status shall be eligible to receive the following monthly amount if they possess or acquire the Peace Officers Standards and Training Certificate as reflected below:

Year 1 - Intermediate Certificate

Police Officer	\$450
Corporal	\$450

Advanced Certificate

Police Officer	\$675
Corporal	\$675

Effective July 1, 2018, for qualifying unit represented employees.

Year 2 - Intermediate Certificate

Police Officer	\$550
Corporal	\$550

Advanced Certificate

Police Officer	\$775
Corporal	\$775

Year 3 - Intermediate Certificate

Police Officer	\$600
Corporal	\$600

Advanced Certificate

Police Officer	\$825
Corporal	\$825

6.10.2 Education Incentive

As an incentive for unit represented employees to obtain educational degrees, the City shall pay unit represented employees in the classifications covered by this Memorandum of Understanding the following monthly amounts for incentive pay:

Associate Degree	- \$125.00
Bachelor's Degree	- \$175.00
Master's Degree	- \$300.00

6.11 Special Assignment Pay

The additional payments provided in this Section for the performance of special assignments are additional compensation and shall be paid only while unit represented employees are on such assignments. Such additional payments are not promotional

compensation. The Police Chief, at his or her sole discretion, may assign unit represented employees to and relieve unit members from these special assignments.

6.11.1 Field Training Officer Premium

A Police Officer shall receive an additional five percent (5%) of the base rate of pay when assigned to and performing the duties of a field training officer or trainer.

6.11.2 Detective Premium

A unit represented employee in the classification of Police Officer and/or Police Corporal who is assigned to perform a special assignment as a Crime Prevention Officer or Detective on a full-time basis shall receive two hundred and seventy-five dollars (\$275) each month, and for Juvenile Officer three hundred dollars (\$300) per month.

6.11.3 Bilingual Premium

A Police Officer who first qualifies for bilingual pay on or after July 1, 2010, which is limited to Spanish, Tagalog or Chinese, shall receive an additional \$372 per month for performance of such bilingual duties. Unit represented employees receiving bilingual pay as of July 1, 2010 shall be compensated for bilingual duties at the dollar amount of bilingual pay that they received on June 30, 2010, in accordance with an itemization provided to the Association as part of execution of this MOU. Unit represented employees must pass a proficiency test to be determined by the City in that language.

6.11.4 Canine Officer (K-9)

A unit represented employee assigned to work as a Canine officer is responsible for care, grooming, feeding, and training of the police dog. The City and PPOA agree that a reasonable approximation of hours of compensable care for officers assigned a canine is four (4) hours per week. A unit represented employee assigned to work as a canine officer shall be paid at a straight time hourly rate of \$20.00 for four (4) hours per week of canine duties. The City and PPOA understand that this is compensation for hours worked under the FLSA for the time spent as an officer-dog handler at the unit represented employee's residence in caring for the dog and related equipment.

For weeks in which a canine officer works overtime as defined by Section 9, Overtime, he or she shall be compensated at time-and-a-half of the canine hourly rate for the time referenced above spent on canine care. Canine officers shall include the four (4) hours per week in the appropriate line on their time sheets.

The City and PPOA understand and agree that this additional compensation is intended to compensate canine officers for all off duty hours spent caring,

grooming, feeding, and otherwise maintaining their canine unit, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties.

#### 6.12 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. A merit salary increase will be provided to the employee upon a satisfactory performance evaluation, which must be given on an annual basis beginning at the successful completion of the Field Training Program and every year thereafter. Unit represented employees whose performance is satisfactory based upon a performance evaluation shall be provided a merit salary increase of five percent (5%). Merit increases will become effective upon the unit represented employee's designated anniversary date. Once provided the increase for meritorious service will be continued in future years.

Unit represented employees at the top of their designated salary range shall also be evaluated on an annual basis by their supervisor. However, unit represented employees at the top step will not be eligible for or receive merit salary increases. Unit represented employees shall be entitled to appeal an unsatisfactory performance evaluation resulting in a denial of a merit salary increase to the Chief of Police, for which an informal meeting will be held between the unit represented employee and the Chief of Police. Such an appeal must be commenced no later than seven (7) working days following the unit represented employee's receipt of the performance evaluation. The Chief of Police must respond in writing to the unit represented employee within seven (7) working days following the meeting. The Chief of Police's decision shall be final.

If the City Manager at any time determines that it is in the City's interest, she or 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.

#### 6.13 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 significance, substantial, and unique nature, the individual may be awarded an exceptional contribution adjustment. Such an award will be limited to a maximum of five percent (5%) and be granted in a lump sum or for a specific limited interval of time; however, not more than twelve (12) months. The actual percentage amount up to the five percent (5%) limit and the time interval it is to be awarded for will be determined by the City Manager and will be based upon the quality and significance of the contribution that is being recognized. There shall be no more than three (3) exceptional contribution adjustments for police personnel in any one (1) year.

#### 6.14 Salary upon Transfer or Promotion

The transfer of a unit represented employee shall not be cause for a change in salary. All unit represented employees of the City upon promotion shall be entitled to an increase in salary of at least two and one half percent (2-1/2%); provided, however, that in no event shall the unit represented employee receive more than the maximum salary for the classification.

#### 6.15 Work Out of Classification/Limited Assignment

##### 6.15.1 Limited Assignment Terms

A unit represented employee may be reassigned from the duties of his classification to perform the duties of another classification by means of a Limited Assignment. Limited Assignment shall be made only to existing positions, which are not actively occupied by reason of the temporary absence of the regular appointed incumbent. Limited Assignment shall not be made where the position is vacant. Limited Assignment shall be in writing on an approved form, which among other things shall indicate the name of the unit represented employee, his regular classification, and the classification to which he is assigned on a limited basis. The Limited Assignment must be dated and signed by the department director or his duly authorized representative and approved by the City Manager.

##### 6.15.2 Limited Assignment Pay

Unit represented employees working on a Limited Assignment shall be paid five percent (5%) above the unit member's regular salary range step for each full-time day beyond forty (40) straight-time hours the unit represented employee is assigned in the higher classification, retroactive to the first day. If the unit represented employee's Limited Assignment exceeds forty-five (45) consecutive days the unit member shall be paid seven percent (7.0%) above the unit represented employee's regular salary range step for each full-time day beyond forty-five (45) consecutive days the unit represented employee is assigned in the higher classification. In no event shall the seven percent (7.0%) differential exceed the top step of the classification assigned at the years of service and educational incentive.

#### 6.16 Standby Pay

A police officer and/or a corporal working as a detective and who is assigned to be on standby shall receive five (5) hours compensatory time off for each week of standby duty.

### **SECTION 7. ANNIVERSARY DATE**

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

date shall be the effective date of the unit represented employee's last merit increase, promotion, demotion or reinstatement.

## **SECTION 8. DAYS AND HOURS OF WORK**

### **8.1 Work Schedule**

The Department Director may assign full-time unit represented employees in an administrative assignment or a patrol assignment to a regular work schedule consisting of (a) forty (40) hours, composed of five (5) consecutive days of eight (8) hours each, (b) forty (40) hours composed of four (4) consecutive days of ten (10) hours each, or (c) eighty hours per pay period composed of three (3) consecutive days of twelve (12) hours each per week and one eight (8) hour shift per pay period. The Department Director shall provide unit represented employees fourteen (14) days' advance written notice when they intend to permanently modify an employee's regular work schedule. If untimely notice is provided, then the unit represented employee shall be compensated at 1.5x the unit represented employee's regular pay for the next regularly-scheduled shift.

The Department Director may administratively assign unit represented employees regularly scheduled for a ten (10) hour work day or twelve (12) hour work day to an eight (8) hour work day for weekly periods, Monday through Fridays, for the purposes of modified assignment, court appearances, jury duty or training periods of three (3) days or more.

### **8.2 Exchange of On-Duty Time**

Exchanges of on duty time shall be permitted to the extent allowable by applicable state or federal law when approved, provided such exchange does not result in financial responsibility for the City. All such changes must be pre-approved in advance by the department director or designated representative.

## **SECTION 9. OVERTIME PAY**

### **9.1 Overtime Pay.**

All hours assigned and worked in excess of the unit represented employee's regular forty (40) hour workweek shall be considered overtime and shall be compensable at the rate of one and one-half (1-1/2) times the unit represented employee's regular straight-time rate of pay. All overtime shall be calculated to the nearest quarter (1/4) hour in favor of the unit represented employee.

#### **9.1.1 Shift Trades**

Overtime shall not include hours worked as a result of voluntary trading of shifts between members of the police department.

### 9.1.2 Overtime Calculation

The FLSA overtime rate shall be calculated using the base salary rate, longevity pay, career incentive pay, education incentive pay, Field Training Officer pay, Detective pay, Bilingual pay, and any other specialty pay or as required by the FLSA.

### 9.2 Overtime And Compensatory Time Off

To the extent permitted by this Section, a unit represented employee may opt to be paid for overtime hours defined in Section 9.2 either by monetary payment or by compensatory time off (CTO).

The maximum amount of CTO that a unit member may accrue shall be limited to one hundred forty (140) hours. CTO shall be taken at a time mutually agreeable to the unit represented employee and the Department Director; provided, however, that if a unit represented employee accrues CTO in excess of forty (40) hours, the Department Director may schedule the unit member to use any portion of the accrued compensatory time.

For any compensatory time off a unit represented employee accrues in excess of one hundred forty hours (140), the City will pay the unit represented employee at the overtime rate of pay.

Unit represented employees who terminate employment shall be paid for unused compensatory time off accrued at the rate of pay at time of termination.

### 9.2 Call Back

If a unit represented employee who has completed his normal shift for the day is called back to work (from home), the unit represented employee shall, upon reporting, receive a minimum of four (4) hours overtime compensation for each such call back.

### 9.3 Call Back – Court Appearance

Unit represented employees who are ordered to report to work during their off-duty hours for the purpose of appearing in Court and who do so at the specified time shall receive a minimum of four (4) hours pay at time and one-half (1-1/2). This provision does not apply to instances where unit represented employees are ordered to report to work less than three (3) hours prior to their regular starting time or are held over less than three (3) hours after their regular quitting time for the purpose of appearing in court.

## **SECTION 10. LAYOFF**

### 10.1 Authority

In the event of layoff, the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative, shall notify the affected unit

represented employees in writing as soon as possible but no later than ten (10) working days prior to the effective day of the layoff. Layoff shall be implemented within classes of positions and all temporary unit represented 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 in military leave of absence.

## 10.2 Displacement and Reemployment

Unit represented employees laid off shall have the right to displace the unit represented employee in the same classification having the least seniority; provided, however, if there is no other unit represented 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 **employee** unit represented employee had prior regular 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

### 11.1 Entitlement

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.

### 11.2 Observed Holidays

Holidays observed by the PPOA are:

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

- (12) Day Before Christmas
- (13) December 25th

- Christmas Eve Day
- Christmas Day

11.3 Holidays Falling on a Saturday

If one of the holidays listed above falls on a Saturday and the unit represented 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.

11.4 Holidays Falling on a Sunday

If one of the holidays listed above falls on a Sunday and the unit represented 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.

11.5 Holidays Falling on a Unit Represented Employee's Day Off

If one of the holidays listed above falls on an unit represented employee's day off other than a Saturday or Sunday or if a unit represented employee is required to work on a holiday, he shall be allowed a regular workday off at a time determined by agreement between the unit represented employee and the department director. If the department director determines that it is not feasible to grant such other workday off, including those workdays considered holidays in Sections 11.3 and 11.4, the unit represented employee shall be paid for the holiday worked on the basis of straight-time but not to exceed eight (8) hours for any one (1) holiday. Such compensation shall be paid semi-annually on the payday closest to June 1st and December 1st.

**SECTION 12. VACATIONS**

12.1 Eligibility

All unit represented employees shall begin to accrue vacation credit from the first full day of employment; however, no unit represented employee shall be entitled to annual vacation leave without first serving the six (6) months original probationary period.

12.2 Vacation Credits Earned

Employees shall earn vacation credits in accordance with the following:

Years of Service	Accrual rate for each 2 weeks' of service
First five (5) years	3.4 hours
Beginning 6th -10th years	4.6 hours
Beginning 11th year	4.9 hours
Beginning 12th year	5.2 hours
Beginning 13th year	5.5 hours
Beginning 14th year	5.8 hours
Beginning 15th year	6.2 hours



Beginning 16th year	6.47 hours
Beginning 17th year	6.77 hours
Beginning 18th year	7.08 hours
Beginning 19th year	7.39 hours
Beginning 20th year and thereafter	7.70 hours

12.3 Time Charged

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

12.4 Vacation Credits Advance

Employees may take only such vacation as they have accumulated at the time that the vacation begins, except after three (3) years of service the unit represented employee may draw upon anticipated vacation credits not to exceed forty (40) hours per year. Fractional days shall not be taken as vacation but shall remain to the credit of the unit represented employee. At termination of employment the City shall be reimbursed by the unit represented employee for any vacation taken in excess of vacation credit.

12.5 Vacation Scheduling and Maximum Accrual

The times during the calendar year at which a unit represented employee may take vacation shall be determined by the department director 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 an unit represented employee must defer part or all of his annual vacation in a particular year, the department director may permit the unit represented employee to take such deferred vacation during the following calendar year. No unit represented employee may accumulate more than twice his annual vacation allowance.

12.6 Sick Leave During Vacation

If a unit represented employee becomes sick during his vacation, such unit represented employee may charge the period of illness against sick leave credits in the same manner as provided in Section 13 (Sick Leave). A doctor's certificate may be required as provided in Section 13.

12.7 Separation from Service

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

12.8 Return of Vacation

Unit represented employees of this unit will be allowed to sell to the City a maximum of sixty (60) hours of vacation leave per year, at the individual's prevailing wage. The unit

represented employee must have a balance of forty (40) hours remaining after the return of the hours to the City. This provision may be utilized once during the fiscal year and the request must coincide with a regularly scheduled payday.

### SECTION 13. SICK LEAVE

#### 13.1 Accrual

Unit represented employees shall earn sick leave credit at the rate of 3.7 hours for each two (2) weeks of service beginning with the first full day of employment.

#### 13.2 Usage

Sick leave shall not be considered a privilege, which a unit member may use at his discretion, but shall be allowed only in cases of necessity and actual sickness including necessary physician appointments or disability. Unit represented employees are entitled to use their earned sick leave benefits to be off work without the loss of compensation under the following conditions:

- 13.2.1 For the unit represented employee's own illness or injury or for the illness or injury of the unit represented employee's family member. For purposes of this Section, "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the unit 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.
- 13.2.2 For the unit represented employee's receipt of required medical or dental care or consultation or for the required medical or dental care or consultation of the unit represented employee's family member.
- 13.2.3 For unit represented employees who are victims of domestic violence, sexual assault or stalking as specified in state law.
- 13.2.4 Each hour of illness or injury shall be deducted from the unit represented employee's accumulated sick leave benefits.

Sick leave shall be charged against a unit represented employee's sick leave credit as the actual number of hours of the regular work period that the unit represented employee is on sick leave. Employees shall be entitled to sick leave compensation except unit represented employees serving the first six (6) months of the original probationary period.

In order to receive compensation while absent on sick leave, a unit represented employee shall notify his immediate supervisor prior to the time set for the beginning of his daily duties.

When the absence is for more than one (1) working day in a week, unit represented employees may be required to file a physician's statement with the Personnel Office verifying that the unit represented employee was absent due to illness or injury.

### 13.3 Incapacity to Perform Duties

The City Manager or where the authority has been delegated by the City Manager, the City Manager's representative may require any unit represented employee who he/she 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 his/her duties, the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative may place the unit represented employee on leave of absence without pay, with due process, provided such action is not in conflict with Government Code Section 4850, and where applicable, the Public Safety Officers Procedural Bill of Rights Act. A unit represented employee may use accrued sick leave, vacation or compensatory time prior to being placed on a leave of absence without pay. Vacation and sick leave credits shall not accrue when a unit represented employee is on an unpaid leave of absence.

### 13.4 Sick Leave at Retirement or Termination

The City has amended its contract with the Public Employee's Retirement System to provide police officer represented employees of this unit the provisions of Section 20965 of the Optional Benefit Provision of PERS regulations, entitled "Credit for Unused Sick Leave."

Unit represented employees otherwise terminating their City employment or being terminated 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 benefit[s].

## SECTION 14. LEAVES OF ABSENCE

### 14.1 Family Illness Leave

According to State Law, a unit represented employee in this unit 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, **as defined in Section 13.2.1**, who is ill. A doctor's note may be required to substantiate the illness of the family member.

## 14.2 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.

### 14.2.1 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.

### 14.2.2 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:

14.2.2.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

14.2.2.2 The placement with the unit represented employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

14.2.2.3 To care for the unit represented employee's child, parent or spouse who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, legal guardian, or other person who stood in loco parentis to the unit 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.)

14.2.2.4 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.)

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

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

#### 14.2.3 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 member 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 servicemember.

14.2.3.1 An eligible unit represented employee's entitlement under Section 14.2.4 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 member takes leave to care for the covered servicemember.

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

#### 14.2.4 Pay Status and Benefits

Except as provided in this Section 14, 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.

#### 14.2.5 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.

#### 14.2.6 Notice to the City

14.2.6.1 The unit represented employee must provide written notice to the City as far in advance of the leave as possible and as soon as the unit represented employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least (thirty) 30 calendar days in advance of the leave, or if not reasonably known (thirty) 30 calendar days before the leave, then as soon as reasonably practicable.

14.2.6.2 The written notice must inform the City of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

14.2.6.3 The unit represented employee shall consult with the City and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

#### 14.2.7 Medical Certification

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

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

14.2.7.3 As a condition of an 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.

14.2.7.4 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.

#### 14.2.8 Minimum Duration of Leave

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

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

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

#### 14.2.9 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 member of the designation.

#### 14.2.10 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.

#### 14.2.11 Employee's Status on Returning from Leave

Except as provided by law, on return from family care and medical leave, a unit represented employee is entitled to be returned to the same or equivalent position the unit represented employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. A unit represented employee is also entitled to reinstatement even if the unit represented employee has been replaced or the unit represented employee's job has been restructured to accommodate the unit represented employee's absence. If a unit represented employee is no longer qualified for the position because, e.g., of the 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.

#### 14.3 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.

##### 14.3.1 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.

##### 14.3.2 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.

##### 14.3.3 Health and Welfare Benefits

The City shall maintain its contribution toward health and welfare benefits under Section 15 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.



#### 14.3.4 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.

#### 14.3.5 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

14.3.5.1 A pregnancy disability leave shall run concurrently with the unit member's FMLA leave entitlement.

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

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

#### 14.4 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.

#### 14.5 Military Leave

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City employees.

#### 14.6 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 candidacy.

#### 14.7 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, the City may grant a unit represented employee a leave of absence without pay for a definite period not to exceed one (1) year. The City Manager or where the authority has been delegated by the City Manager, the

City Manager's representative's decision shall be final. Upon expiration of an approved leave of absence the unit represented employee shall be reinstated in the position held at the time the leave was granted or to another position in the same classification. Failure on the part of a unit represented employee on leave to report promptly 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 a unit represented employee on voluntary leave of absence without pay.

#### 14.8 Bereavement Leave

In case of death within the immediate family of a unit represented employee, such a unit represented employee shall be entitled to remain absent from duty with pay in order to attend and/or arrange the funeral or memorial services for the times hereinafter specified:

- (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.
- (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 14.8, 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.

#### 14.9 Absence Without Pay

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. Employees 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.

### **SECTION 15. HEALTH AND WELFARE**

#### 15.1 Medical Insurance – City Contributions

Effective the first full pay period following City Council approval of this MOU 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. For the purpose of this Health and Welfare Section,

“full-time” means the unit member is assigned to a classification requiring the unit member to work at least forty (40) hours per week. Unit members 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 member’s pay. 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 unit member the difference. The City and the Union acknowledge the parties may propose changes to Section 15 during the successor contract negotiations in 2023. During the successor contract negotiations, the chart below in this Section 15.1 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time unit member. Unit members 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 member’s pay.

15.1.1 Health Insurance Premiums

<b>Plan</b>	<b>2021 (Effective first full pay period following Council approval of the MOU)</b>	<b>2022 (2.0% increase effective January 1, 2022)</b>	<b>2023 (2.0% increase effective January 1, 2023)</b>
Employee Only	<b>\$877.70</b>	<b>\$895.25</b>	<b>\$913.16</b>
Employee + 1	<b>\$1,700.97</b>	<b>\$1,734.99</b>	<b>\$1,769.69</b>
Employee + 2 Or More	<b>\$2,211.27</b>	<b>\$2,255.50</b>	<b>2,300.61</b>

15.1.2 Eligibility

To be eligible for a CalPERS offered medical plan, unit represented employees 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.

### 15.1.3 Health In-Lieu Payment Plan

The City will pay a monthly taxable five hundred and fifty dollars (\$550) in-lieu payment to a 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. Unit represented employees on an unpaid leave of absence are not eligible for the Health In-Lieu Payment Plan.

## 15.2 Dental, Orthodontia, and Vision

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

For each unit represented employee, 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 unit represented employee and per dependent.
- c) A lifetime maximum orthodontia benefit of two thousand dollars (\$2,000) for each eligible unit represented employee and dependent.

### 15.2.2 City of Pacifica VSP Vision Plan

For each unit represented employee, the City shall contribute the following amounts per month per unit represented employee:

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

## 15.3 Life and Disability Insurance

### 15.3.1 Life Insurance

The City shall contribute an amount necessary to provide the life insurance in an amount equal to the unit represented employee's annual salary. Unit represented employees in this unit may purchase additional life insurance at

their own expense through payroll deduction. Unit represented employees may also purchase, through the same voluntary method, life insurance for dependents.

#### 15.3.2 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 member.

#### 15.4 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.

#### 15.5 Coverage During Unpaid Leave

Except as otherwise provided in this MOU, 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.

#### 15.6 Medical Flexible Spending Account

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

#### 15.7 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. 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 unit represented employees shall be responsible for paying their share of the outside contractor's administration fee.

#### 15.8 Wellness Program

The City in concert with th PPOA will develop and implement a wellness program. The Wellness Program shall have at least the following elements: Nutrition Education and Physical Fitness not to exceed 60 minutes of on duty time, when operationally feasible.

15.9 Commuter Assistance Account

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

15.10 VantageCare Retirement Health Savings Account

Unit represented employees may voluntarily participate in and contribute to the City's VantageCare Retirement Health Savings Plan to set aside pretax contributions for health-related expenses after separation or retirement.

15.11 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. 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.

15.12 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. 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.

15.13 City Contribution to IRS Deferred Compensation Plans

For each unit member, the City shall contribute six dollars and sixty-nine cents (\$6.69) per pay period to one of these City-offered deferred compensation plans: ICMARC, or Nationwide Retirement Solutions, or California Public Employees' Retirement System.

15.13.1 Beginning the first pay period after City Council approval of the MOU, 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 of the unit represented employee's choice for the remainder of calendar year 2021. More specifically, each PPOA represented employee shall have the option to make their one percent (1%) contribution to any one of the three City-offered deferred compensation plans available to PPOA unit represented employees (ICMARC, or Nationwide Retirement Solutions, or California Public Employees' Retirement System) and for the City to make its one (1%) percent matching contribution to that same plan.

15.13.2 For calendar year 2022, City shall provide a one percent (1%) of base salary match to each unit represented employee's one percent (1%) of base salary contribution to their IRS qualified 457 deferred compensation plan of the unit represented employee's choice. More specifically, each PPOA represented

employee shall have the option to make their one percent (1%) contribution to any one of the three City-offered deferred compensation plans available to PPOA unit represented employees (ICMARC, or Nationwide Retirement Solutions, or California Public Employees' Retirement System) and for the City to make its one (1%) percent matching contribution to that same plan. However, unit represented employees shall have the individual option to have the equivalent of that one percent (1%) match as money paid to the unit represented employee and deducted pre-tax from the unit represented employee's paycheck and applied to their health insurance premiums under the City's offered health insurance plans. This election must be made during open enrollment for the 2022 calendar year. Should a unit represented employee fail to make the election by the election deadline, the 1% of base pay will be provided as a match to their IRS qualified 457 deferred compensation plan for calendar year 2022 that the employee directed the employee contribution and employer match to the deferred compensation plan that the employee elected for Section 15.13.1.

- 15.13.3 For calendar year 2023 through the last pay period in June 2023, City shall provide a one percent (1%) of base salary match to each unit represented employee's one percent (1%) of base salary contribution to their IRS qualified 457 deferred compensation plan of the unit represented employee's choice. More specifically, each PPOA represented employee shall have the option to make their one percent (1%) contribution to any one of the three City-offered deferred compensation plans available to PPOA unit represented employees (ICMARC, or Nationwide Retirement Solutions, or California Public Employees' Retirement System) and for the City to make its one (1%) percent matching contribution to that same 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 that the employee directed the employee contribution and the employer match to the deferred compensation plan the employee last elected in either Section 15.13.1 or 15.13.2.

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 16. LABOR MANAGEMENT COMMITTEE**

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

## **SECTION 17. UNIFORM ALLOWANCE**

Newly hired police officer unit represented employees shall receive an initial uniform allowance of one thousand dollars (\$1,000); provided, however, that in the event the unit represented employee fails to complete one (1) year of service to the City, such initial uniform allowance or the equivalency in uniforms and equipment must be returned to the City.

Police Officers shall receive an annual uniform allowance of eight hundred dollars (\$800), paid in one (1) lump sum on the first warrant list on or after December 1st of each year.

## **SECTION 18. PROBATIONARY PERIOD**

### **18.1 Duration**

Police Officers shall undergo a probationary period from the date of hire until twelve (12) months after completion of the Field Training program. Corporals shall undergo a probationary period of twelve (12) months. Where 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 authority has been delegated by the City Manager, the 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 hundred sixty hours (160).

### **18.2 Credit for Time Worked in Temporary, Extra Help, or Provisional Status**

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

### **18.3 Transfer to Another Department**

Probationary unit represented employees who transfer to another department in a position in the same classification may be required to start a new probationary period as determined by the City Manager, whose decision shall be final.

### **18.4 Completion of Probation**

A unit represented employee who is not rejected prior to the completion of the prescribed probationary period shall acquire regular status automatically. Former regular unit represented employees appointed from a re-employment eligible list shall be given regular appointments when re-employed. Regular unit represented employees who are demoted to lower classifications shall be given regular appointments in the lower classifications.



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

### 18.6 Termination

The City Manager, or where authority has been delegated by the City Manager, the department director, may terminate a probationary unit represented employee at any time during the probationary period without cause, without the right of appeal in any manner, and without recourse to any of the procedures provided in Section 19 hereof.

### 18.7 Transfer to Same Classification

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

### 18.8 Promotion to Higher Classification

Regular unit represented employees who are promoted to a higher classification shall undergo the probationary period prescribed for the higher classification, but shall have the right to demote to their former classification if rejected during their probationary period.

## **SECTION 19. DISMISSAL, SUSPENSION OR DEMOTION FOR CAUSE**

The City Manager, or, where the authority has been delegated by the City Manager, the department director may discipline, any regular unit represented employee as provided in Chapter IV of the Department Rules and regulations Manual, this Memorandum of Understanding, or the City of Pacifica Personnel Rules and in compliance with the Public Safety Officers Procedural Bill of Rights.

## **SECTION 20. RETIREMENT PLAN**

### 20.1 City's Contract with CalPERS

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

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

20.2 CalPERS Election about Unit Represented Employee's Payment of City's Pension Costs

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 20. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, unit member contributions will be made pursuant to Government Code Section 20516, and shall extend beyond the expiration of this MOU. The PPOA and the City will take all actions necessary to implement the Government Code Section 20516 pension cost sharing agreement described in this Section 20.

20.3 Unit Represented Employee's Payment of City's Pension Costs

If the contract amendment between the City and CalPERS is not complete before the effective date of the cost sharing described in this Section 20, the cost sharing 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 PPOA and the City will take all actions necessary to implement the Government Code Section 20516(f) pension cost sharing agreement described in this Section 20.

20.4 Tier One: Safety 3.0% at 50 Retirement Program – Bargaining Unit Represented Employees Hired On or Before December 31, 2012 and Unit Members Eligible for Reciprocity

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

20.4.1 3% at 50 Pension Formula

The "3% at 50" retirement program will be available to bargaining unit members covered by this Section 20.4.

20.4.2 Final Compensation Based On Twelve Month Period

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

20.4.3 Required Bargaining Unit Represented Employee Contribution – July 1, 2015

Each bargaining unit represented employee covered by this Section 20.4 shall continue to pay through payroll deduction the nine percent (9.0%) required bargaining unit represented employee contribution. Effective the first full pay period after July 27, 2015, each bargaining unit represented employee covered by this Section 20.4 shall pay, through payroll deduction, an additional four percent (4.0%) of PERSable compensation for a total contribution of thirteen percent (13.0%) toward the normal costs of pension benefits as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit represented employees, separate from ratification of this MOU, to approve this paragraph of Section 20.4.3 of the MOU. For this reason, this paragraph shall be subject to and contingent upon the PPOA bargaining unit's approval and agreement to implement through payroll deduction, an additional four percent (4.0%) of PERSable compensation for a total contribution of thirteen percent (13.0%) toward the normal cost of pension benefits.

20.4.4 No City Intention to Impose

The City does not intend to unilaterally impose an additional 3.0% unit member contribution in 2018 as permitted by Government Code Section 20516.5, and nothing in this Section 20.4 implies the City's desire to unilaterally impose an additional three percent (3.0%) contribution in 2018 as permitted by Government Code Section 20516.5.

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

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

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

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

20.5.2 Final Compensation Based On Three Year Average

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

20.5.3 Required Unit Represented Employee Contribution

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

Effective the first day of the first full pay period in July 2015, in addition to paying fifty percent (50%) of normal costs as described above, bargaining unit represented employees covered by this Section 20.5 shall pay, through payroll deduction, an additional four percent (4.0%) of PERSable compensation toward the City's normal cost of pension benefits.

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

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each unit represented employee shall pay through payroll deductions the PERS contributions described in Sections 20.3, 20.4, and 20.5 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

20.7 Definition of Status Quo Ante

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

**SECTION 21. GRIEVANCE PROCEDURE**

21.1 Definition

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

21.2 Public Safety Officer Procedural Bill of Rights

Steps I through 3 of the Grievance Procedure shall be utilized to provide the administrative appeal set forth in Section 3304(b) of the Government Code for any appeals of punitive action enumerated in Section 3303. Such appeals shall not be processed beyond Step 3.

## 21.3 Procedure

Grievances shall be processed in the following steps:

- 21.3.1 Step 1. Immediate Supervisor. A grievance may be filed by a unit member in his/her own behalf, or jointly by a group of unit represented employees, or by the Association.

Within fourteen (14) calendar days of the event giving rise to a grievance, the aggrieved shall present the grievance in writing to his/her immediate Supervisor. Grievances not presented within the time period shall be considered resolved. The grievance shall state the particulars of the grievance, including the specific provision of this Memorandum of Understanding allegedly violated, and the desired remedy.

The Supervisor shall meet with the grievant to attempt to settle the grievance and give a written answer to the aggrieved within seven (7) calendar days from the receipt of the grievance by the Supervisor.

- 21.3.2 Step 2. Department Director. If the grievance is not resolved in Step 1, the aggrieved may, within fourteen (14) calendar days from receipt of the Supervisor's written answer, present the grievance in writing to the department director for consideration. The department director shall investigate the issues, meet with the grievant and attempt to reach a satisfactory resolution of the problem. Answer to the grievance shall be made in writing by the department director within fourteen (14) calendar days from receipt of the grievance.

- 21.3.3 Step 3. City Manager. If the grievance is not resolved in Step 2, the aggrieved may, within five (5) calendar days from receipt of the department director's answer, present the grievance in writing to the City Manager for consideration. The City Manager shall designate the Assistant City Manager or other representative to investigate the merits of the grievance, to meet with the grievant, and to attempt to settle the grievance or to make recommendations to the City Manager. The City Manager shall respond in writing within ten (10) calendar days from receipt of the grievance. No grievance may be further processed under Section 20 unless it has been filed in accordance with Sections 21.3.1 through 21.3.3.

- 21.3.4 Step 4. Adjustment Board. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two (2) Association representatives, appointed by the Association, and two (2) representatives of the City, appointed by the City.

- 21.3.5 Step 5. Arbitration. In the event an Adjustment Board is unable to arrive at a majority decision, either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by

mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

#### 21.4 Scope of Authority of Adjustment Board or Arbitrator

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 this Association and unless such dispute falls within the definition of a grievance as set forth in Section 21.1.

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.

#### 21.5 Discipline Grievances

21.5.1 No grievance involving demotion, suspension or dismissal of a unit represented employee will be entertained unless it is filed in writing with the immediate supervisor within three (3) days not including Saturdays, Sundays or holidays, of the time at which the affected unit represented employee was notified of such action.

21.5.2 If the department director or the City Manager resolve a grievance under this Section which involves suspension or discharge, they 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.

#### 21.6 Grievances Regarding Compensation

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager at Step 3, Section 21.3 above. 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.

## **SECTION 22.TUITION REIMBURSEMENT**

### 22.1 Amount and Eligibility

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 enrollment/registration expense paid for courses of study in an off-duty status if the subject matter content of the course is closely related to the unit mrepresented employee's present work assignment or in an undergraduate or post graduate program related to the unit represented employee's work assignment. 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.

### 22.2 Request for Pre-Approval and Reimbursement

Tuition reimbursement will be applied to the City's fiscal year in which the class begins. The course of study must be approved in advance, with the unit represented employee submitting a Request for Tuition Reimbursement to his/her department director that provides all the information needed for evaluation of the request.

### 22.3 City Authorization

The department director shall recommend approval or disapproval and forward the request to the Human Resources Department, whose decision shall be final. Having approved the course of study, Human Resources returns the application to the department, until such time as the course is complete. If a course is approved and later found to be unavailable, a substitute course must be approved.

### 22.4 Proof of Completion

Upon completion of the course, a copy of the grade sheet or certificate with a grade of C or better, together with original receipts and proof of payment by the unit represented employee of tuition, fees, etc., shall be submitted to Human Resources for processing. Any and all reimbursement must be returned to the City in full if the unit represented employee does not achieve at least a C grade. A copy of the tuition information is placed in the unit represented employee's personnel file.

### 22.5 Reimbursement to City Upon Separation

If the unit represented employee leaves the employment of the City 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 23. RESPONSE TIME**

All sworn Police Services Personnel shall reside within fifty (50) air miles of the Police Headquarters prior to the completion of their probationary period; provided, however, that where such boundary would include only a portion of a city, unit represented employees may live anywhere within the city limits of that city. For the purpose of this Section the principal place of residence, where a unit represented employee regularly lives with his/her family shall be considered as the place where the unit represented employee resides. Nothing herein shall require a unit represented employee to move from this place of residence as of July 1, 1984.

### **SECTION 24. 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 Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations of management or of unit represented employees not covered by this Memorandum of Understanding.

### **SECTION 25. SEPARABILITY OF PROVISIONS**

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable or rendered invalid by operation of law, 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 26. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING**

- 26.1 Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.
- 26.2 This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Association.
- 26.3 No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings under Section 21) will be recognized unless agreed to by the City Manager and the Association, 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.

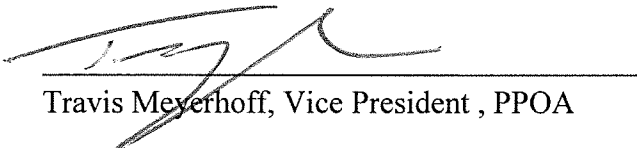
27.2 Negotiations for a Successor Memorandum of Understanding

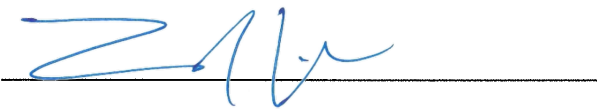
No later than March 15, 2023, the City and the Association shall begin negotiations for a successor Memorandum of Understanding by exchanging initial conceptual proposals.

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

PACIFICA POLICE OFFICERS  
ASSOCIATION:

  
\_\_\_\_\_  
Joseph Gomez, President, PPOA

  
\_\_\_\_\_  
Travis Meyerhoff, Vice President, PPOA

  
\_\_\_\_\_  
Zach Lopes  
Attorney for PPOA  
Rains Lucia Stern St. Phalle & Silver, PC

CITY OF PACIFICA:

\_\_\_\_\_  
Kevin Woodhouse, City Manager

\_\_\_\_\_  
Tina Wehrmeister, Assistant City Manager

\_\_\_\_\_  
Timothy L. Davis

\_\_\_\_\_  
Burke, Williams & Sorensen, LLP

APPROVED AS TO FORM

\_\_\_\_\_  
Michelle Marchetta Kenyon  
City Attorney

**APPENDIX A**

<b>2020-2021 SALARY SCHEDULE</b>		
<b>PACIFICA POLICE OFFICER'S ASSOCIATION</b>		
<b>In effect June 30, 2021</b>		
	<b>SALARY RANGE</b>	
<b>POLICE OFFICERS</b>		
<b>HIRED ON OR BEFORE JUNE 30, 2010</b>		
	<b>Minimum</b>	<b>Maximum</b>
Police Officer Trainee	5,414	
Police Officer (Basic Cert) 0-5 years	7,038	8,458
Police Officer (Basic Cert) &-10 years	7,389	8,880
Police Officer (Basic Cert) 11-15 years	7,538	9,057
Police Officer (Basic Cert) 16+ years	7,688	9,239
Police Corporal (&sic Cert) 0-5 years	7,389	8,880
Police Corporal (&sic Cert) &-10 years	7,760	9,324
Police Corporal (Basic Cert) 11-15 years	7,913	9,511
Police Corporal (&sic Cert) 16+ years	8,072	9,701
<b>POLICE OFFICERS</b>		
<b>HIRED ON OR AFTER JULY 1,2010</b>		
	<b>Minimum</b>	<b>Maximum</b>
Police Officer Trainee	5,414	
Police Officer 0-5 years	7,038	8,458
Police Officer 6+ years	7,389	8,880
Police Corporal 0-5 years	7,389	8,880
Police Corporal 6+ years	7,760	9,324

**APPENDIX A-1**

**2021-2022 SALARY SCHEDULE  
PACIFICA POLICE OFFICER'S ASSOCIATION  
Effective July 1, 2021**

	<b>SALARY RANGE</b>	
<b>POLICE OFFICERS</b>		
<b>HIRED ON OR BEFORE JUNE 30, 2010</b>	<b>Minimum</b>	<b>Maximum</b>
Police Officer Trainee	5,576	
Police Officer (Basic Cert) 0-5 years	7,249	8,712
Police Officer (Basic Cert) 6-10 years	7,611	9,146
Police Officer (Basic Cert) 11-15 years	7,764	9,329
Police Officer (Basic Cert) 16+ years	7,919	9,516
Police Corporal (Basic Cert) 0-5 years	7,611	9,146
Police Corporal (Basic Cert) 6-10 years	7,993	9,604
Police Corporal (Basic Cert) 11-15 years	8,150	9,796
Police Corporal (Basic Cert) 16+ years	8,314	9,992
<b>POLICE OFFICERS</b>		
<b>HIRED ON OR AFTER JULY 1, 2010</b>	<b>Minimum</b>	<b>Maximum</b>
Police Officer Trainee	5,576	
Police Officer 0-5 years	7,249	8,712
Police Officer 6+ years	7,611	9,146
Police Corporal 0-5 years	7,611	9,146
Police Corporal 6+ years	7,993	9,604

**APPENDIX A-2**

**2022-2023 SALARY SCHEDULE  
PACIFICA POLICE OFFICER'S ASSOCIATION  
Effective beginning of the first pay period in July 2022**

**SALARY RANGE**

<b>POLICE OFFICERS</b>		
<b>HIRED ON OR BEFORE JUNE 30, 2010</b>	<b>Minimum</b>	<b>Maximum</b>
Police Officer Trainee	5,799	
Police Officer (Basic Cert) 0-5 years	7,539	9,060
Police Officer (Basic Cert) 6-10 years	7,915	9,512
Police Officer (Basic Cert) 11-15 years	8,075	9,702
Police Officer (Basic Cert) 16+ years	8,235	9,897
Police Corporal (Basic Cert) 0-5 years	7,915	9,512
Police Corporal (Basic Cert) 6-10 years	8,313	9,988
Police Corporal (Basic Cert) 11-15 years	8,476	10,188
Police Corporal (Basic Cert) 16+ years	8,647	10,392

<b>POLICE OFFICERS</b>		
<b>HIRED ON OR AFTER JULY 1, 2010</b>	<b>Minimum</b>	<b>Maximum</b>
Police Officer Trainee	5,799	
Police Officer 0-5 years	7,539	9,060
Police Officer 6+ years	7,915	9,512
Police Corporal 0-5 years	7,915	9,512
Police Corporal 6+ years	8,313	9,988

# APPENDIX B-1

CITY OF PACIFICA  
170 Santa Maria Avenue  
Pacifica, California 94044

## CERTIFICATION OF HEALTH CARE PROVIDER (California Family Rights Act (CFRA) AND FAMILY CARE AND MEDICAL LEAVE ACT (FMLA))

IMPORTANT NOTE: The California Genetic Information Nondiscrimination Act of 2011 (CalGINA) prohibits employers and other covered entities from requesting, or requiring, genetic information of an individual or family member of the individual except as specifically allowed by law. To comply with the Act, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic Information," as defined by CalGINA, includes information about the individual's or the individual's family member's genetic tests, information regarding the manifestation of a disease or disorder in a family member of the individual, and includes information from genetic services or participation in clinical research that includes genetic services by an individual or any family member of the individual. "Genetic Information" does not include information about an individual's sex or age.

1. Employee's Name: \_\_\_\_\_

2. Patient's Name (If other than employee): \_\_\_\_\_

Patient's relationship to employee: \_\_\_\_\_

If patient is employee's child, is patient either under 18 or an adult dependent child:

YesNo

3. Date medical condition or need for treatment commenced

[NOTE: THE HEALTH CARE PROVIDER IS NOT TO DISCLOSE THE UNDERLYING DIAGNOSIS WITHOUT CONSENT OF THE PATIENT:]

4. Probable duration of medical condition or need for treatment: \_\_\_\_\_

5. The-attached sheet describes what is meant by a description of what constitutes a "serious health condition" under both the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Does the patient's condition qualify as a serious health condition?

YesNo

6. If the certification is for the serious health condition of the employee, please answer the following:

YesNo

- Is the employee able to perform work of any kind?  
(If "No," skip next question.)
- Is employee unable to perform any one or more of the essential functions of employee's position? (Answer after reviewing statement from employer of essential functions of employee's position, or, if none provided, after discussing with employee.)

7. If the certification is for the care of the employee's family member, please answer the following:

YesNo

- Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety, or transportation?
- After review of the employee's signed statement (See Item 10 below), does the condition warrant the participation of the employee? (This participation may include psychological comfort and/or arranging for third-party care for the family member.)

8. Estimate the period of time care is needed or during which the employee's presence would be beneficial:

---

9. Please answer the following questions only if the employee is asking for intermittent leave or a reduced work schedule.

YesNo

- Intermittent Leave: Is it medically necessary for the employee to be off work on an intermittent basis due to the serious health condition of the employee or family member?

If yes, please indicate the estimated frequency of the employee's need for intermittent leave due to the serious health condition, and the duration of such leaves (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

YesNo

- Reduced Schedule Leave: Is it medically necessary for the employee to work less than the employee's normal work schedule due to the serious health condition of the employee or family member?

If yes, please indicate the part-time or reduced work schedule the employee needs:

\_\_\_ hour(s) per day; \_\_\_ days per week, from \_\_\_\_\_ through \_\_\_\_\_

YesNo

- Time Off for Medical Appointments or Treatment: Is it medically necessary for the employee to take time off work for doctor's visits or medical treatment, either by the health care practitioner or another provider of health services?

If yes, please indicate the estimated frequency of the employee's need for leave for doctor's visits or medical treatment, and the time required for each appointment, including any recovery period:

Frequency: \_\_\_ times per \_\_\_ week(s) \_\_\_ month(s)

Duration: \_\_\_ hours or \_\_\_ day(s) per appointment/treatment

ITEM 10 IS TO BE COMPLETED BY THE EMPLOYEE NEEDING FAMILY LEAVE. \*\*\*\*TO BE PROVIDED TO THE HEALTH CARE PROVIDER UNDER SEPARATE COVER.

- 10. When family care leave is needed to care for a seriously-ill family member, the employee shall state the care he or she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced work schedule:

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- 11. Printed name of health care provider: \_\_\_\_\_

Signature of health care provider:

---

Date: \_\_\_\_\_



12. Signature of Employee:

\_\_\_\_\_

Date: \_\_\_\_\_

### **Serious Health Condition**

“Serious health condition” means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse. A serious health condition may involve one or more of the following:

1. Hospital Care

Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care. A person is considered an “inpatient” when a health care facility formally admits him or her to the facility with the expectation that he or she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

2. Absence Plus Treatment

(a) A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

- (1) Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- (2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

3. Pregnancy [NOTE: An employee’s own incapacity due to pregnancy is covered as a serious health condition under FMLA but not under CFRA] Any period of incapacity due to pregnancy; or for prenatal care.

4. Chronic Conditions Requiring Treatment

A chronic condition which:

- (1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
- (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

- (3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Note: Authority cited: Section 12935(a), Government Code. Reference: Section 12945.2, Government Code; California Genetic Information Nondiscrimination Act, Stats. 2011, ch. 261; Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; and 29 C.F.R. § 825.

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# APPENDIX B-2

CITY OF PACIFICA  
170 Santa Maria Avenue  
Pacifica, California 94044

## CERTIFICATION OF HEALTH CARE PROVIDER FOR PREGNANCY DISABILITY LEAVE, TRANSFER AND/OR REASONABLE ACCOMMODATION

Employee's Name:

\_\_\_\_\_

Please certify that, because of this patient's pregnancy, childbirth, or a related medical condition (including, but not limited to recovery from pregnancy, childbirth, loss or end of pregnancy, or post-partum depression), this patient needs (check all appropriate category boxes):

- Time off for medical appointments.

Specify when and for what duration:

\_\_\_\_\_

\_\_\_\_\_

- A disability leave. [Because of a patient's pregnancy, childbirth, or a related medical condition, she cannot perform one or more of the essential functions of her job or cannot perform any of these functions without undue risk to herself, to her pregnancy's successful completion, or to other persons.]

Beginning (Estimate): \_\_\_\_\_

Ending (Estimate): \_\_\_\_\_

- Intermittent leave. Specify medically advisable intermittent leave schedule:

\_\_\_\_\_

\_\_\_\_\_

Beginning (Estimate): \_\_\_\_\_

Ending (Estimate): \_\_\_\_\_

- Reduced work schedule. [Specify medically advisable reduced work schedule.]

\_\_\_\_\_

\_\_\_\_\_

Beginning (Estimate): \_\_\_\_\_

Ending (Estimate): \_\_\_\_\_

- Transfer to a less strenuous or hazardous position or to be assigned to less strenuous or hazardous duties [specify what would be a medically advisable position/duties].

\_\_\_\_\_

\_\_\_\_\_

Beginning (Estimate): \_\_\_\_\_

Ending (Estimate): \_\_\_\_\_

- Reasonable accommodation(s). [Specify medically advisable needed accommodation(s). These could include, but are not limited to, modifying lifting requirements, or providing more frequent breaks, or providing a stool or chair.]

\_\_\_\_\_

\_\_\_\_\_

Beginning (Estimate): \_\_\_\_\_

Ending (Estimate): \_\_\_\_\_

Name, license number and medical/health care specialty [printed] of health care provider.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of health care provider:

\_\_\_\_\_

Date: \_\_\_\_\_

Authority Cited: Government Code Sections 12935, subd. (a), and 12945.

Reference: Government Code Sections 12940, 12945; FMLA, 29 U.S.C. §2601, et seq. and FMLA regulations, 29 C.F.R. § 825.