

**RESOLUTION NO. 60-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF PACIFICA AND PACIFICA POLICE MANAGEMENT AND POLICE SUPERVISORS ASSOCIATIONS FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2023**

**WHEREAS**, a Tentative Agreements have 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 Management and Police Supervisors Associations, and the Pacifica Police Management and Police Supervisors Associations have signed the Tentative Agreements; and

**WHEREAS**, said Tentative Agreements, as approved by the Pacifica Police Management and Police Supervisors Associations and as approved by the City Attorney, are attached hereto for the Pacifica Police Management and Police Supervisors Associations; and

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

**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 Tentative Agreements with members of the Pacifica Police Management and Police Supervisors Associations, copy attached (Exhibits A and B), are hereby authorized for the period of July 1, 2021 through June 30, 2023 and the City Manager is authorized to sign the final Memorandum of Understanding.

**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, Bigstycck, O'Neill, Vaterlaus.

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

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

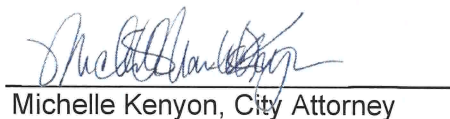
**ABSTAIN**, Councilmembers: n/a.

  
Sue Beckmeyer, Mayor

ATTEST:

  
Sarah Coffey, City Clerk

APPROVED AS TO FORM:

  
Michelle Kenyon, City Attorney

# EXHIBIT A



**Successor MOU Negotiations Between  
CITY OF PACIFICA  
AND  
PACIFICA POLICE MANAGEMENT ASSOCIATION**

**TOTAL PACKAGE TENTATIVE AGREEMENT**

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The City of Pacifica (“City”) and the Pacifica Police Management Association (“Association”) agree to a successor Memorandum of Understanding extending the current contract term for two (2) years through June 30, 2023. The terms of the Total Package Tentative Agreement are set forth below and will be incorporated and memorialized into the Memorandum of Understanding between the City and the Pacifica Police Management Association.

The Pacifica Police Managers 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 units 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 upon City Council approval of the MOU and ending June 30, 2021.

**SECTION 6. PAY PLAN**

**6.1 Base Salaries – PPMA Bargaining Unit Classifications**

The 2020-20218 salary ranges and salary schedule for PPMA bargaining unit classifications in PPMA in effect on June 30, 2021, are stated in **Appendices A**, attached to and incorporated into this MOU.

**6.2 Salary Schedule**

**6.2.1 2021-2022 Salary Schedule**

Effective the first day of the first full pay period following City Council approval of the MOU, the City shall improve the base salary schedule for all PPMA bargaining unit classifications in **Appendices A** by two percent (2.0%) over the 2020-20218 salary schedule for PPMA bargaining unit **represented employees** in active, paid status on the effective date.

**Effective the first day of the first full pay period following City Council approval of the MOU, the City shall provide an additional one percent (1%) equity adjustment over the 2020-2021 PPMA Salary Schedule for current bargaining unit represented employees in active, paid status on the effective date.**

The 2021-2022 salary schedule for PPMA bargaining unit represented employees shall include the 2021-2022 equity adjustment for PPMA bargaining unit represented employees and shall be titled "2021-2022 PPMA Salary Schedule" and 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 PPMA bargaining unit classifications in Appendices A by three percent (3.0%) over the 2021-2022 salary schedule in Appendix A-1 for PPMA 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 PPMA Salary Schedule for current bargaining unit represented employees in active, paid status on the effective date.**

The 2022-2023 salary schedule for PPMA bargaining unit represented employees shall include the 2021-2022 equity adjustment for PPMA bargaining unit **represented employees** and shall be titled "2022-2023 PPMA Salary Schedule" and be attached to this Agreement as **Appendix A-2**.

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

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

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

### **6.3 Total Compensation Surveys**

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

For PPMA unit represented employees, each survey shall show total compensation received as of January 1, 2023 and shall be produced for PPMA's review by March 1, 2023.

#### 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 of PPMA unit represented employees. Compensation for PPMA unit represented employees working less than full-time shall be adjusted proportionately; (2) represent the total compensation due PPMA 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.

#### 6.9 Salary Range and Evaluation

Effective with any evaluation initiated after adoption of this Memorandum of Understanding, each PPMA unit represented employee shall have a salary range with a designated minimum and maximum salary only. In conjunction with the unit represented employee's annual performance evaluation, the unit represented employee's supervisor shall consider a merit salary increase. No increase in salary shall be automatic merely upon completion of a specific period of service. All increases shall be based upon merit as established by the record of the PPMA unit represented employee's performance and shall require recommendation of the department director and approval of the City Manager. Standards of performance shall become progressively higher as the PPMA unit represented employee advances through the salary range.

##### 6.9.1 Minimum and Maximum Merit Increases for PPMA and Unit Represented Employees

PPMA and unit represented employees whose performance is satisfactory based upon a performance evaluation and recommendation of their commander shall be eligible for merit salary increases of between three percent (3%) and seven percent (7%).

##### 6.9.2 Effective Date of Merit Increases for PPMA Unit Represented Employees

Merit increases for PPMA unit represented employees will become effective upon the PPMA unit represented employees designated anniversary date, if approved. Once awarded, the increase for meritorious service will normally be continued in future years and not be revoked at the end of the year in which granted, except as provided otherwise in this section.

## 6.12 Career Incentive Pay

### 6.12.1 POST Certificate Pay

PPMA 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:

#### Advanced Certificate

- \$825 effective July 1, 2020

#### Supervisory Certificate

- \$1,000 effective July 1, 2020

#### Management Certificate

- \$1,200 effective the first pay period following City Council approval of the MOU.

POST certificate pay shall not be cumulative for PPMA unit represented employees. The City shall only pay for the highest attained POST certificate.

## 12.8 Selling Back of Vacation Credits

PPMA unit **represented employees** shall be allowed to sell to the City a maximum of **956** hours of vacation leave per year, at the individual's-prevailing wage., ~~if the unit member has used at least one half of his/her vacation time accrual within the last calendar year, according to the accrual rate in Section 12.2.2.~~ The PPMA unit **represented employee** must have ~~been with the City for a minimum of five years and must have a balance of fortyeighty (480) hours accrued vacation leave remaining after the return of the hours to the City.~~ This provision may be utilized once during the fiscal year, any amount up to **956** hours, and the request must coincide with a regularly scheduled payday.

## SECTION 13. SICK LEAVE

### 13.1 Accrual

PPMA unit **represented employees** shall earn sick leave credit at the rate of 8.0 hours per month of service beginning with the first full day of employment.

### 13.2 Usage

Sick leave shall not be considered a privilege, which a PPMA unit **represented employee** may use at his or her 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 employees' 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 PPMA unit **represented employee's** sick leave credit as the actual number of hours of the regular work period that the PPMA unit **represented employee** is on sick leave. PPMA unit represented employees shall be entitled to sick leave compensation except unit represented employees serving the first six (6) months of the original probationary period.

When the absence is for more than one (1) working day in a week, PPMA 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.

## SECTION 14. LEAVES OF ABSENCE

### 14.1 Family Illness Leave

According to State Law, a PPMA unit **represented employee** may use his or her accrued sick leave up to a maximum of six (6) days per year, where the unit **represented employee's** attendance is required to attend to a member of his ~~immediate~~ family who is ill as defined in Section 13.2.1, above. A doctor's note may be required to substantiate the illness of the family member.

~~For the purpose of this Section 14.1 immediate family is defined as parent, spouse, son, daughter, domestic partner, child of domestic partner, or sibling.~~

### 14.8 Bereavement Leave

In case of death within the immediate family of a PPMA unit **represented employee**, such

**unit represented employee** shall be entitled to remain absent from duty with pay in order to attend **and/or arrange** the funeral or memorial services for the times hereinafter specified:

- (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.

## SECTION 15. HEALTH AND WELFARE

### 15.1 Medical Insurance – City Contributions

Effective the first full pay period following City Council approval of this MOU ~~July 1, 2018~~, and continuing for the ~~2019, 2020, and 2021~~ 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 PPMA unit **represented employee**. For the purpose of this Health and Welfare Section, “full-time” means the PPMA unit **represented employee** is assigned to a classification requiring the unit **represented employee** to work at least forty (40) hours per week. In the event the actual monthly premium cost is less than the amount shown on the chart below, the City shall retain any savings and shall have no obligation to “cash-out” or pay any PPMA **unit represented employee** the difference. The City and PPMA acknowledge the parties may propose changes to Section 15 during the successor contract negotiations in 2024. 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 PPMA unit **represented employee**. PPMA unit **represented employees** electing coverage with a cost greater than the amount paid by the City in this Section shall have the difference deducted automatically from the unit represented employee’s pay.

#### 15.1.1 Health Insurance Premiums



Plan	2021 (Effective July 1 2021)	2022 (2.0% increase effective January 1, 2022)	2023 (2.0% increase effective January 1, 2023)
Employee Only	\$877.70	\$895.25	\$913.16
Employee + 1	\$1,700.97	\$1,734.99	<u>\$1,769.69</u>
Employee + 2 Or More	\$2,211.27	\$2,255.50	<u>\$2,300.61</u>

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. PPMA 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.

15.12.1 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 PPMA 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 PPMA represented employee shall have the option to make their one percent (1%) contribution to any one of the three City-offered deferred compensation available to PPMA 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.

15.12.2 For calendar year 2022, City shall provide a one percent (1%) of base salary match to each PPMA 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 PPMA represented employee shall have the option to make their one percent (1%) contribution to any one of the three City-offered deferred compensation available to PPMA 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 the employee elected for Section 15.12.1.

15.12.3 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 PPMA 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 PPMA represented employee shall have the option to make their one percent (1%) contribution to any one of the three City-offered deferred compensation available to PPMA 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 15.12.1 or 15.12.2.

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 1.SECTION 24. TUITION REIMBURSEMENT

### 24.1 Amount and Eligibility

PPMA unit represented employees may be reimbursed 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 **represented 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 PPMA unit represented employee's work performance or value to the City will be enhanced as a result of the course of study or that the unit **represented employee** will be better prepared for promotional opportunities. The maximum amount of tuition reimbursement available to PPMA unit **represented employees** within a single fiscal year is as follows:

PPMA unit **represented employees**:                      \$2,000 per fiscal year

### 24.2 Request for Pre-Approval and Reimbursement

The course of study must be approved in advance, with the PPMA 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.

### 1.1 24.3 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.

1.2 24.4 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 PPMA 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

1.3 24.5 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 29. ADDITIONAL PROVISIONS**

1.4 29.1 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

29.2 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.

**Pacifica Police Management Association**

**City of Pacifica**

\_\_\_\_\_  
**Louis Silver,**  
**Business Representative**

\_\_\_\_\_  
**Timothy L. Davis,**  
**Lead Negotiator**

**Dated:** \_\_\_\_\_

**Dated:** 8-19-2021

\_\_\_\_\_  
**Christopher Clements**

**Christopher Clements**

**Dated:** 8-12-21

# EXHIBIT B

**NEGOTIATIONS FOR A SUCCESSOR MOU  
BETWEEN  
THE CITY OF PACIFICA  
AND THE  
PACIFICA POLICE SUPERVISORS ASSOCIATION  
TOTAL PACKAGE TENTATIVE AGREEMENT**

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The City of Pacifica ("City") and the Pacifica Police Supervisors Association ("Association") agree to a successor Memorandum of Understanding extending the current contract term for two (2) years through June 30, 2023. The terms of the Total Package Tentative Agreement are set forth below and will be incorporated and memorialized into the Memorandum of Understanding between the City and the Pacifica Police Supervisors Association.

The ~~Pacifica Police Managers Association and the~~Pacifica Police Supervisors 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 units 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 upon City Council approval and ending June 30, 202**13**.

**SECTION 6. PAY PLAN**

**6.1 Base Salaries – ~~PPMA and~~PPSA Bargaining Unit Classifications**

The ~~2017-2021~~**2020-2021**8 salary ranges and salary schedule for ~~PPMA and~~ PPSA bargaining unit classifications in ~~PPMA and~~PPSA in effect on June 30, 202**18**, are stated in **Appendices A and B**, attached to and incorporated into this MOU.

**6.2 Salary Schedule**

**6.2.1 ~~2021-2021~~9 Salary Schedule**

Effective the first day of the first full pay period of ~~July 2018~~ following City Council approval of the MOU, the City shall improve the base salary schedule for all ~~PPMA and~~ PPSA bargaining unit classifications in Appendices A and B by **two percent (2.0%)** over the ~~2017-2021~~ salary schedule for ~~PPMA and~~ PPSA

bargaining unit **represented employees** in active, paid status on the effective date. ~~The 2018-2019 salary schedule for PPMA bargaining unit members shall be titled "2018-2019 PPMA Salary Schedule" and shall be attached to this Agreement as Appendix A-1.~~

**Effective the first day of the first full pay period following City Council approval of the MOU, the City shall provide an additional one percent (1%) equity adjustment over the 2020-2021 PPSA Salary Schedule for current bargaining unit represented employees in active, paid status on the effective date.**

The ~~20218-2019~~<sup>2022</sup> salary schedule for PPSA bargaining unit **represented employees** shall include the **2021-2022 equity adjustment for PPSA bargaining unit represented employees** and shall be titled "20218-2022~~19~~ PPSA Salary Schedule" and shall be attached to this Agreement as **Appendix B-1**.

#### 6.2.2 ~~2019-2020~~2022-2023 Salary Schedule

Effective at the beginning of the first pay period in July ~~2021~~<sup>2022</sup>, the City shall improve the base salary schedule for all PPMAPPSA bargaining unit classifications in Appendices A and B by ~~two~~<sup>three</sup> percent (~~32.0~~<sup>32.0</sup>%) over the 2021-2022 PPSA Salary Schedule in ~~Appendix A-1 for PPMA bargaining unit represented employees in active, paid status on the effective date and Appendix B-1 for PPSA bargaining unit represented employees in active, paid status on the effective date.~~ The ~~2019-2020 salary schedule for PPMA bargaining unit represented employees shall be titled "2019-2020 PPMA Salary Schedule" and shall be attached to this Agreement as Appendix A-2.~~

**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 PPSA Salary Schedule in Appendix B-1 for current bargaining unit represented employees in active, paid status on the effective date.**

The ~~202219-2020~~<sup>2023</sup> salary schedule for PPSA bargaining unit **represented employees** shall include the **2022-2023 equity adjustment for PPSA bargaining unit represented employees** and shall be titled "~~2019~~<sup>2022-2020</sup>~~3~~ PPSA Salary Schedule" and shall be attached to this Agreement as **Appendix B-2**.

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

**FY 2021-2022** The City will provide current PPSA bargaining unit represented employees in active, paid status on the effective date of this MOU a one-time non-PERSable lump sum payment equivalent to one-percent (1%) of base

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

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

### 6.3 Total Compensation Surveys

When preparing a total compensation survey for use at the bargaining table with ~~PPMA and~~ PPSA 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, Millbrae, Burlingame, Menlo Park, Daly City, Foster City, San Carlos and South San Francisco.

For ~~PPMA and~~ PPSA unit **represented employees**, each survey shall show total compensation received as of January 1, 2018 and shall be produced for ~~PPMA and~~ PPSA's review by March 1, 2018**23**.

### 6.4 Salary Schedule Regulations

The rates of pay set forth in Appendices A, ~~A-1, A-2, A-3,~~ B, B-1, and B-2: (1) represent the standard rate of pay for full-time employment for each classification of ~~PPMA and~~ PPSA unit **represented employees**. Compensation for ~~PPMA and~~ PPSA unit **represented employees** working less than full-time shall be adjusted proportionately; (2) represent the total compensation due ~~PPMA and~~ PPSA 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.

### 12.8 Selling Back of Vacation Credits

~~PPMA and~~ PPSA unit represented employees shall be allowed to sell to the City a maximum of ~~956~~ hours of vacation leave per year, at the individual's-prevailing wage. The PPSA unit member must have a balance of **forty (40)** hours accrued vacation leave remaining after the return of the hours to the City. This provision may be utilized once during the fiscal year, any amount up to **96** hours, and the request must coincide with a regularly scheduled payday.

## SECTION 13. SICK LEAVE

### 13.1 Accrual

~~PPMA or~~ PPSA unit **represented employees** shall earn sick leave credit at the rate of 8.0 hours per month of service beginning with the first full day of employment.

### 13.2 Usage

Sick leave shall not be considered a privilege, which a ~~PPMA or~~ PPSA unit **represented employee** may use at his or her 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.

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

When the absence is for more than one (1) working day in a week, PPSA 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.

### 13.4 Sick Leave at Retirement or Termination

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

#### 13.4.1 PPSA Sick Leave at Retirement or Termination

**PPSA unit members establish the following mandatory participation in the City's ICMA RC**



**Vantagecare program for a retirement health savings account.**

**Beginning with PPSA unit represented employees retiring on or after December 1, 2022 or separating from employment with the City of Pacifica on or after December 1, 2022, at the time of retirement or separation from employment with the City of Pacifica, unit represented employees shall contribute the balance of 50% of accrued sick leave to the ICMA RC Vantagecare Plan.**

PPSA unit **represented employees** otherwise terminating their City employment or being terminated shall forfeit all unused sick leave benefits as of termination date. Former PPSA unit **represented employees** reemployed by the City shall receive no credit for prior service in determination of sick leave benefits.

## SECTION 14. LEAVES OF ABSENCE

### 14.1 Family Illness Leave

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

~~For the purpose of this Section 14.1 immediate family is defined as parent, spouse, son, daughter, domestic partner, child of domestic partner, or sibling.~~

### 14.8 Bereavement Leave

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

- (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.

## 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 ~~PPMA and~~ PPSA unit **represented employee**. For the purpose of this Health and Welfare Section, “full-time” means the ~~PPMA or~~ PPSA unit **represented employee** is assigned to a classification requiring the unit **represented employee** to work at least forty (40) hours per week. In the event the actual monthly premium cost is less than the amount shown on the chart below, the City shall retain any savings and shall have no obligation to “cash-out” or pay any PPSA unit **represented employee** the difference. The City and ~~and~~ PPSA 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 ~~PPMA and~~ PPSA unit **represented employee**. ~~PPMA and~~ PPSA unit **represented employees** electing coverage with a cost greater than the amount paid by the City in this Section shall have the difference deducted automatically from the unit member’s pay.

#### 15.1.1 Health Insurance Premiums

Plan	2021 (Effective upon City Council approval of MOU)	2022 (2.0% increase effective January 1, 2022)	2023 (2.0% increase effective January 1, 2023)	
<b>CalPERS Offered Medical Plan</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>	

15.12 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. PPSA 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 PPSA Unit **Represented Employees**

For each PPSA unit **represented employee**, 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 PPSA represented employee shall have the option to make their one percent (1%) contribution to any one of the three City-offered deferred compensation available to PPSA 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 PPSA represented employee shall have the option to make their one

percent (1%) contribution to any one of the three City-offered deferred compensation available to PPSA 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 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 PPSA represented employee shall have the option to make their one percent (1%) contribution to any one of the three City-offered deferred compensation available to PPSA 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 24. TUTION REIMBURSEMENT

### 24.1 Amount and Eligibility

PPSA unit **represented employees** may be reimbursed 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 **represented 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 PPSA unit **represented employee's** work performance or value to the City will be enhanced as a result of the course of study or that the unit **represented employee** will be better prepared for promotional opportunities. The maximum amount of tuition reimbursement available to PPSA unit **represented employees** within a single fiscal year is as follows:

PPSA unit **represented employees**:                    **\$2,000** per fiscal year

#### 24.2 Request for Pre-Approval and Reimbursement

For PPSA unit **represented employees**, 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 PPSA 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.

#### 24.3 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.

#### 24.4 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 PPSA 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

#### 24.5 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 29. ADDITIONAL PROVISIONS**


**29.1 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

**29.2 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.

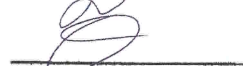
**Pacifica Police Supervisors Association**



**Louis Silver,  
Business Representative**

**Dated: 9/3/21**

**City of Pacifica**

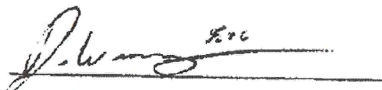


**Timothy L. Davis,  
Lead Negotiator**

**Dated: 09/03/21**



**RYAN BUNKER  
PPSA MEMBER  
DATED: 9-2-21**



**DUANE WACHTERBURN  
PPSA MEMBER  
DATED 9-2-21**