

**RESOLUTION NO. 61-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA APPROVING THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PACIFICA AND  
TEAMSTERS LOCAL 350, DEPARTMENT DIRECTORS BARGAINING UNIT FOR THE  
PERIOD OF NOVEMBER 29, 2018 THROUGH JUNE 30, 2021**

**WHEREAS**, a Memorandum of Understanding between the City and the Teamsters Local 350, Department Directors representatives has been reached, and the Teamsters Local 350, Department Directors bargaining unit has ratified the Memorandum of Understanding; and

**WHEREAS**, the Memorandum of Understanding Between the City of Pacifica and Teamsters Local 350, Department Directors Bargaining Unit for the period of November 29, 2018 through June 30, 2021, as ratified by the Teamsters Local 350, Department Directors Bargaining Unit and as approved by the City Attorney is attached hereto along with revised salary schedules effective July 7, 2018 through June 20, 2021 for the Teamsters Local 350, Department Directors Bargaining Unit;

**NOW, THEREFORE**, be it resolved by the City Council of the City of Pacifica that it hereby approves the Memorandum of Understanding Between the City of Pacifica and Teamsters Local 350, Department Directors Bargaining Unit for the period of November 29, 2018 through June 30, 2021, including revised salary schedules effective July 7, 2018 through June 30, 2021, as attached hereto, and authorizes the City Manager to execute the attached Memorandum of Understanding.

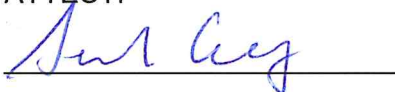
**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Pacifica, California, held on November 29, 2018 by the following vote:

AYES, COUNCILMEMBERS: Keener, Vaterlaus, Digre, O'Neill, Martin  
NOES, COUNCILMEMBERS:  
ABSENT, COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:



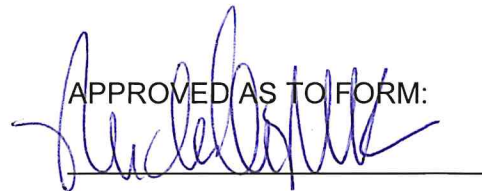
John Keener, Mayor

ATTEST:



Sarah Coffey, City Clerk

APPROVED AS TO FORM:



Michelle Kenyon, City Attorney

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF PACIFICA**

**AND**

**PACIFICA DEPARTMENT DIRECTORS**

**TEAMSTERS LOCAL 350**

**November 29, 2018- June 30, 2021**

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employee's dues deduction authorization unless a dispute arises about the existence or terms of the authorization.

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

(1) . The Union shall notify the City of the designated amount of dues and fees to be deducted for each unit member, and the City shall deduct the amounts so designated after receiving certification from the Union that the unit member has provided written authorization to do so. Any employee request to begin dues deductions or cancel dues deductions must be made to the Union and not the City.

(2) Authorization, cancellation or modification of payroll deduction of union dues shall be made upon written request and confirmation in writing from the Union. The City shall direct unit members to the Union if they so request to cancel or change dues deductions. Dues deductions may be revoked only by certification from the Union pursuant to the terms of the unit member's written authorization. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the unit member by written notice to the Union. Unit members may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

(3) Amounts deducted and withheld by the City shall be transmitted to the Union, at the address specified.

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

(6) Local 350 shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of checkoff of Union dues or premiums for benefits. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

## 2.2 Use of City Facilities

City employees or the Union, or its representatives may, with the prior approval of the City Manager, be granted the use of City facilities for meetings of City employees provided space is available, and provided further, such meetings are not used for organizing activities or membership drives of City employees. All such

## **Section 4. Union Representatives**

### **4.1 Attendance at Meetings by Employees**

City employees who are official representatives or unit representatives of the Union shall be given reasonable time off with pay to attend meetings Director representatives, or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City Manager. Such employee representatives may be required to submit a written request for excused absence to the 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).

### **4.2 Access to Work Locations**

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

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

### **4.3 Access to New Employee Orientation**

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

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

authorization of the employee. The City further agrees to give the Union prompt notice of requests from any such person or entity for such information, along with a copy of the City's response to such requests.

#### 4.6 City Communications to Unit Employees concerning Union Rights

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

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

### **Section 5. Pay Plan**

#### **5.1 Rates of Pay**

##### **5.1.1 Base Salaries -2017-2018 and Prior to Effective Date of MOU**

The salary ranges and salary schedule for unit members in effect in –2017-2018 and prior to the effective date of this MOU are stated in Appendix A-1 (Pay Plan).

##### **5.1.2 2018-2019 Miscellaneous Unit Member Salary Schedule**

Effective the first day of the first full pay period of July 2018, , the City shall improve the base salary schedule for unit members in miscellaneous classifications by two percent (2.0%) over the –2017-2018 salary schedule set forth in Appendix A-1. This increase shall apply to all miscellaneous unit members in active, paid status on the effective date. The 2018-2019 salary schedule for unit members in miscellaneous classifications shall be attached to this Agreement as Appendix A-2 (Pay Plan).

##### **5.1.3 2019-2020 Miscellaneous Unit Member Salary Schedule**

Effective at the beginning of the first pay period in July 2019, the City shall improve the base salary schedule for unit members in miscellaneous classifications by two percent (2.0%) over the 2018-2019 salary schedule in Appendix A-2. This increase shall apply to all miscellaneous unit members in active, paid status on the effective date. The 2019-2020 salary schedule for unit members in the miscellaneous classifications shall be attached to this Agreement as Appendix A-3 (Pay Plan).

##### **5.1.4 2020-2021 Miscellaneous Unit Member Salary Schedule**



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

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

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

#### 5.5 Exceptional Contribution Adjustment

When a unit member makes a unique contribution to the City that is not expected in the normal discharge of the responsibilities of the position, and when such contribution is obvious by its significant, substantial, and unique nature, the individual may be awarded an exceptional contribution adjustment. Such an award will be limited to a maximum of five percent (5%) and may be granted either in a one-time lump sum amount or in increments for a specific limited period of time not to exceed twelve (12) months. The actual percentage amount up to the five percent (5%) limit and the award period will be determined by the City Manager.

#### 5.6 Salary Upon Transfer or Promotion

The transfer of a unit member shall not be cause for a decrease in salary.

All unit members upon promotion shall be entitled to an increase in salary of not less than five percent (5%) above their current salary; provided, however, that in no event shall the unit member receive more than the maximum salary for the classification.

#### 5.7 Work Out of Classification

A unit member shall not work out of his/her classification except in emergencies, or unless the unit member is specifically assigned by the City Manager.

The City Manager may assign a Department Director to act as City Manager in the City Manager's absence or assume the direction of an additional department. Since such acting assignments are considered to be part of the regular duties of Department Directors, there shall be no additional compensation for this designation



all actions necessary to implement the Government Code Section 20516(f) pension cost sharing agreement described in this Section 6 effective on the date of Council approval of this MOU (concurrently with the salary schedule increase provided by Section 5.1.2). The Union and the City will take any and all actions necessary to implement the Section 20516(f) cost sharing arrangement described in this Section 6.

6.4 Miscellaneous Tier One: 2.5% at 55 Retirement Program - Miscellaneous Bargaining Unit Members Hired On or Before December 31, 2012 and Unit Members Qualified for Reciprocity (Classic Member)

This Section 6.4 (including subsections) shall apply to miscellaneous bargaining unit members hired on or before December 31, 2012. In addition, this Section 6.4 shall apply to miscellaneous bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity (Classic Member) requirements:

6.4.1 2.5% @ 55 Pension Formula

The "2.5% @ 55" retirement program will be available to miscellaneous bargaining unit members covered by this Section.

6.4.2 Final Compensation Based On 12-Month Period

For the purposes of determining a retirement benefit, final compensation for miscellaneous bargaining unit members covered by this Section 6.4 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

6.4.3 Required Bargaining Unit Member Contributions

6.4.3.1 Miscellaneous bargaining unit members covered by this Section 6.4 shall continue to pay, through payroll deduction, the 8.0% member contribution.

6.4.3.2 Pension Cost Sharing

Miscellaneous bargaining unit members covered by this Section 6.4 shall pay, through payroll deduction, the 8.0% member contribution and an additional 2.5% of PERSable compensation for a total contribution of 10.5% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

6.5 Miscellaneous Tier Two: PEPRA Retirement Tier Required For Miscellaneous Bargaining Unit Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not A Classic Member)

This Section 6.5 (including subsections) shall apply to miscellaneous bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for

January 1, 2011, the City shall provide a supplemental PARS Retirement Annuity of .5% to enhance the retirement benefit level to 3% @ 55. Employees hired on or after January 1, 2011, will not be eligible for the supplemental PARS Retirement Annuity.

6.8.1 Effective upon the City Council's approval of the MOU, the PARS Plan shall be revised to allow eligible unit members to retire as early as age 50 with five (5) years of full-time service with the City at no additional cost to the City.

## **Section 7. Anniversary Date**

7.1 For all purposes except eligibility for salary increases, a unit member's anniversary date shall be the date of initial hire.

## **Section 8. Hours of Work**

8.1 The regular workweek for full-time unit members shall consist of forty (40) hours. Members of the bargaining unit are exempt from the Fair Labor Standards Act.

## **Section 9. Layoff**

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

Unit members laid off shall have the right to displace the employee in the same classification having the least seniority; provided, however, if there is no other employee in the classification of the laid off employee with less seniority, the laid off employee may take a voluntary demotion to a classification in which such employee had prior permanent status, thus displacing the 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 employee upon reemployment. Upon request of the 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 10. Holidays and Vacations**

### **10.1 Authorized Holidays**

The holidays for this unit are:

### 10.3 Vacation Credits Accrual

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

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

Vacation accrual will be calculated either by granting years-in-service credit for any past employment in another California municipality; prior service with the City of Pacifica will also count for vacation accrual purposes; or a new unit member in this unit with no prior city service in any city or less than 14 years of City service with the City of Pacifica or other cities will begin accruing vacation at 6.15 hours per pay period (the equivalent of 20 days per year accrual). In no event will a new member of this unit, at the end of his/her first year with the City of Pacifica, accrue less than the rate which is equal to the Directors Unit rate of 14 years of service shown above.

### 10.4 Time Charged

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

### 10.5 Vacation Credits Advance

Unit members may take only such vacation as they have accumulated at the time that the vacation begins, except after three (3) years of service the unit member may draw upon anticipated vacation credits not to exceed five (5) working days. At termination of employment the City shall be reimbursed by the unit member for any vacation taken in excess of vacation credit, through payroll deduction.

### 10.6 Vacation Scheduling and Accumulation

The times during the calendar year at which a unit member may take his/her vacation shall be determined by the City Manager with due regard to the needs of

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

When the absence is for more than one (1) working day, unit members may be required to file a physician's statement with the City Manager stating the cause of the absence.

#### 11.2 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 member who the City Manager or the City Manager's representative 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 member is determined to be incapacitated to perform the unit member's duties, the City Manager may place the unit member on leave of absence without pay. A unit member may use accrued sick leave, vacation or compensatory time prior to being placed on a leave of absence without pay. However, the unit member may be eligible for long-term disability benefits under Section 13.3 (Long-Term Disability). Vacation and sick leave credits shall not accrue when a unit member is on an unpaid leave of absence.

#### 11.3 Sick Leave at Retirement

Unit members retiring from the City Service, under CalPERS shall elect one of the following options (no unit member shall be entitled to take both the cash out option and the PERS credit option):

11.3.1 Receive pay for thirty-four percent (34%) of their accumulated sick leave credit, and convert the remaining sixty-six percent (66%) to additional CalPERS retirement service credit under the provisions of Government Code Section 20965; or

11.3.2 Convert one hundred percent (100%) of their accumulated sick leave credit to additional CalPERS retirement service credit under the provisions of Government Code Section 20965.

#### 11.4 Catastrophic Illness or Injury Time Donation Program

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

### **Section 12. Leaves of Absence**

#### 12.1 Family Illness Leave

A unit member may use his/her accrued sick leave up to a maximum of six (6) days per year to care for a member of the unit member's immediate family who is ill.



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

#### 12.7 Absence Without Official Leave

Failure of a unit member to report for duty on a normal working day or shift without notice to the City Manager of the reason for such absence shall constitute absence without official leave and without pay. Unit members should make every effort to contact the City Manager or his/her designated representative at the beginning of the work day 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.

#### 12.8 Industrial Disability Leave With Pay

No disability leave with pay will be granted to non-safety unit members until the illness or injury is declared compensable under the California Workers' Compensation Law. During such disability leave of absence, the City may request that a unit member be examined by a physician selected by the City. The City will pay full pay for the initial three (3) months' leave to non-safety unit members who suffer industrial disabilities and are on authorized Industrial Disability leave. Workers' Compensation benefits will be integrated and checks endorsed to the City by the unit member. No use of sick leave will be required during the first three (3) months. Full pay as used herein shall mean the unit member's base rate of pay.

After the first three (3) months of Industrial Disability Leave, until the three hundred sixty-fifth (365th) consecutive calendar day's absence or the unit member is determined to be permanently disabled, the unit member may integrate Workers' Compensation disability benefits with unused sick leave to assure no loss of compensation. The ratio used will be seventy-five percent (75%) City/Workers' Compensation pay and twenty-five percent (25%) sick leave. Insurance premiums will continue to be paid by the City.

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

### **Section 13. Health and Welfare**

#### 13.1 Medical Insurance - City Contributions

Effective July 1, 2018, and continuing for the 2019-2020 and 2021 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 member (effective dates are listed in

- January 1, 2019 to December 31, 2020. \$885.80 (Employee Only); \$1,716.67 (Employee + 1); \$2231.67 (Employee + 2 Or More)
- January 1, 2021 to June 30, 2021. \$930.10 (Employee Only); \$1802.50 (Employee + 1); \$2343.25 (Employee + 2 Or More)

In no event during this three-year period shall the City contribute more than the actual monthly health care premium cost for the applicable plan in which the unit member is enrolled. The City shall not be required to continue the additional contributions beyond the expiration of this MOU on June 30, 2021. After the expiration of the MOU on June 30, 2021, the maximum contribution amounts listed in the chart in Section 13.1.1 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time unit member.

This subsection 13.1.2 may be reopened during the term of the MOU with the mutual agreement of the parties.

### 13.1.3 Eligibility

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

### 13.1.4 Health In-Lieu Payment Plan

The City will pay a monthly taxable five hundred and fifty dollars (\$550) in-lieu payment to a Teamsters 350 Department Directors unit member 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 member's regular payroll checks. The Health In-Lieu Payment Plan year shall operate on the calendar year. Teamsters 350 Department Directors unit members on an unpaid leave of absence are not eligible for the Health In-Lieu Payment Plan.

## 13.2 Dental, Orthodontia, and Vision

### 13.2.1 Teamsters 856 Dental, Orthodontia, and Vision

#### 13.4 Domestic Partners Health Benefits

The City will provide medical, dental, and vision benefits for registered domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as medical, dental, and vision benefits are available to spouses of unit members 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.

#### 13.5 Coverage During Unpaid Leave

Except as otherwise provided in this MOD, Teamsters 350 Department Director unit members 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 member to the City one (1) month in advance.

#### 13.6 Medical Flexible Spending Account

To the extent allowed by the Internal Revenue Service, the City will offer IRS qualified flexible medical spending accounts (FSA). Teamsters 350 Department Director unit members may have funds deducted pre-tax from the unit member's paycheck and deposited into the IRS qualified FSA accounts.

#### 13.7 Dependent Care Flexible Spending Account

To the extent allowed by the Internal Revenue Service, the City will offer IRS qualified Dependent Care Flexible Spending accounts. Teamsters 350 Department Director unit members may have funds deducted pre-tax from the unit member's paycheck and deposited into an IRS qualified Dependent Care Flexible Spending account. If, in its sole discretion, the City determines that administration of the Program will require the services of an outside entity or contractor, participating Teamsters 350 Department Director unit members shall be responsible for paying their share of the outside contractor's administration fee.

#### 13.8 Vantagecare Retirement Flealth Savings (RFIS) Plan

Unit members represented in this unit shall participate in and contribute to the City's Vantagecare Retirement Flealth Savings Plan to set aside pre-tax contributions for health related expenses after retirement.

City will contribute an amount equal to 2% salary to each member's health retirement account.

If the benefits provided under the federal or state act exceed the benefits provided hereunder in each category of coverage, the City shall be under no further obligation to make any contribution in pursuance of this Section.

In the event that the federal or state government enacts a health care program requiring contributions by employees, such employee contributions shall be reimbursed by the City to the amount by which said employee contribution reduces the City's contribution required under this Section of the Memorandum of Understanding.

If during the term of this Memorandum of Understanding, pursuant to any federal law, the Employer is required to make contributions to Social Security for any employees, such contributions shall be deducted from employee's wages.

#### **Section 14. Reimbursement for Use of Private Vehicles**

Directors shall receive a \$550 per month increase to salary as private vehicle allowance.

#### **Section 15. Safety Equipment**

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

#### **Section 16. Uniform Allowance**

The City will continue to provide the Public Works Director/City Engineer with uniforms he is required to wear. No uniform cleaning service shall be provided for the Director of Public Works/City Engineer. Employees who perform work at the Waste Water Treatment plant shall be provided coveralls, which shall be cleaned by the City service.

To comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the required uniforms for classic members (as defined by CalPERS). The cost of the uniforms provided shall not exceed \$250.00 per year, and the value of the uniforms provided to classic members shall be reported to CalPERS each pay period in an amount not to exceed \$9.61 per pay period. For classic members, the City and unit members will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. Pursuant to CalPERS regulations, the value of uniforms for new members (as defined by CalPERS) and the value of safety clothing and equipment does not count as special compensation.

#### **Section 17. Tuition Reimbursement**

A unit member may be reimbursed up to a maximum of One Thousand Dollars (\$1,000.00) within one fiscal year for tuition and related fees paid for courses of study in an off-duty status if the subject matter content of the course is closely related to the unit member's present work assignment, or if the unit member is enrolled in a program of study related to the employee's work assignment (declared major). There must be a reasonable



#### 18.4 Layoff

A unit member 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 members 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.

#### 18.5 Transfer

Regular unit members 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.

#### 18.6 Promotions

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

### **Section 19. Dismissal, Suspension or Demotion for Cause**

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

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

### **Section 20. Grievances**

#### 20.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of the named City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. A grievance regarding discipline, suspension or discharge must be filed within seven (7) work

a member of the staff of any organization employed to represent the City in the meeting and conferring process.

(5) Step 5. If an Adjustment Board is unable to arrive at a majority decision, either the Union or the City may, within ten (10) work days of receipt of the Adjustment Board decision, require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a Court Reporter shall be borne equally by the parties. Each party, however, shall bear the cost of its own presentation, including preparation, witness costs and post hearing briefs, if any.

(6) Decision of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 19.1.

### 20.3 No Change to Memorandum

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

### 20.4 Demotion, Suspension and Dismissal Grievances

When the City Manager in pursuance of Section 20.2 (3) above resolves a grievance which involves suspension or discharge, the City Manager may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had the right to take the action complained of, the arbitrator may not substitute his judgment for the judgment of management and if he finds that the City had such right, he may not order reinstatement and may not assess any penalty upon the City.

### 20.5 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege that unit members 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

this MOU, this Memorandum shall become effective on the date approved by the City Council, and shall remain in effect through June 30, 2021.

23.2 Calendar Year 2019 Reopener

During calendar year 2019, by written notice to the other party, either the City or the Union may reopen only Sections 18 (Probationary Period) and 19 (Dismissal, Suspension or Demotion for Cause) and only for the purpose of addressing the status of future bargaining unit members."

23.3 Negotiations for a Successor Memorandum of Understanding

No later than March 15, 2021, the City and the Union shall begin negotiations for a successor Memorandum of Understanding by exchanging initial concept proposals.

Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TEAMSTERS LOCAL 350

CITY OF PACIFICA

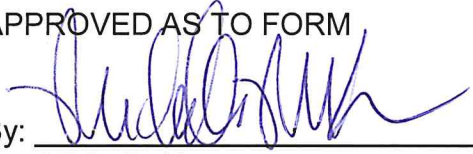
By: \_\_\_\_\_  
Juan Coca, Business Representative

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

By: \_\_\_\_\_  
Van Ocampo  
Public Works Director

By: \_\_\_\_\_  
Janae Novotny, Chief Negotiator  
Burke, Williams & Sorensen, LLC

APPROVED AS TO FORM

By:   
Michelle Kenyon  
City Attorney

**APPENDIX A-1**  
**PAY PLAN**  
DEPARTMENT DIRECTORS  
SALARY SCHEDULE  
2017 - 2018

Director of Parks, Beaches & Recreation	13,352	15,269
Director of Public Works/City Engineer	15,046	17,303



**APPENDIX A-3**  
**PAY PLAN**  
DEPARTMENT DIRECTORS  
SALARY SCHEDULE  
2019 - 2020

Director of Parks, Beaches & Recreation	13,891	15,886
Director of Public Works/City Engineer	15,654	18,002