

RESOLUTION NO. 61-2021

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA APPROVING A POLICY STATEMENT REGARDING UNREPRESENTED MANAGEMENT AND CONFIDENTIAL EMPLOYEES APPROVING AND AUTHORIZING SPECIFIED COMPENSATION AND BENEFITS AND SETTING FORTH OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED MANAGEMENT AND CONFIDENTIAL EMPLOYEES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFICA AS FOLLOWS:

PREAMBLE: POLICY STATEMENT REGARDING UNREPRESENTED MANAGEMENT AND CONFIDENTIAL EMPLOYEES. The City Council wishes to acknowledge the special public service rendered by the City's unrepresented management and confidential employees. The unrepresented management and confidential employees are responsible for producing high quality and effective City services, as required by the City Council. They organize subordinates into effective work units, administer ongoing programs, motivate personnel, resolve operational problems, and apply the full range of modern management techniques. The public's view of the City's ethical and administrative standards results from observation of the conduct and problem solving abilities of these individuals in their extensive public contacts.

The unrepresented management and confidential employees work whatever extra hours are required for appearances before Council, City boards and commissions, citizens' groups, and intergovernmental bodies; for maintenance of essential services during emergencies; and for accomplishment of work assignments which often impose irregular hours and time expenditures far in excess of the conventional work week.

Therefore, considering the special responsibilities inherent in the management and confidential role, the City Council adopts the following policy regarding management and confidential personnel compensation: compensation shall reflect the greater level of responsibility characteristic of managerial and confidential positions; in determining compensation, consideration shall be given to various pertinent factors, which may include maintaining a comparative and relative relationship with similar positions in other comparable public agencies within the City's local labor market area, as well as the City's budgetary considerations.

Levels of compensation and other terms and conditions of employment shall be reviewed in June 2023 by the City Council and, if appropriate, suitable adjustments made upon consideration of the City Manager's recommendation.

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Section 1. Employees Covered

All employees covered by this Resolution are employed by the City in an at-will status, and are not included in any represented bargaining unit. The employees in the classifications included in this Unrepresented Management and Confidential Employee Group, hereinafter referred to as the “Employee Group” include the following:

Executive Team / Department Head Members:

Assistant City Manager/Director of Planning / City Planner
Police Chief
Public Works Director
Parks, Beaches, and Recreation Director
Chief Financial Sustainability Officer

Management Members:

City Clerk
Deputy Director of Public Works - Field Services and Engineering
Deputy Director of Public Works – Wastewater
Deputy Director of Planning
Economic Development Manager

Financial Services Manager
Human Resources Manager

Confidential Members:

Human Resources Analyst
Executive Assistant/Deputy City Clerk
Financial Analyst I/II

Additional job classes may be added in the future based upon the creation of new positions, or by the reclassification of existing positions.

Section 2. 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 status, political activities or affiliations, ancestry, military and veteran status, or status as a victim of domestic violence, assault or stalking.

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 3. Pay Plan

Base Salaries - 2020-2021 and Prior to Effective Date of Compensation and Benefit Plan

The salary ranges and salary schedule for Employee Group members in miscellaneous & safety classifications in effect in 2020-2021 and prior to the effective date of this Plan are stated in **Appendix A** attached to and incorporated into this Resolution.

3.1 Salary Schedule

3.1.1 2021-2022 Miscellaneous Employee Group Member Salary Schedule|Legal3_L3|ZZMPTAG|

Effective July 1, 2021, the City shall improve the base salary schedule for Employee Group members in miscellaneous classifications by two percent (2.0%) over the 2020-2021 miscellaneous salary schedule set forth in **Appendix A-1**. This increase shall apply to all miscellaneous Employee Group members in active, paid status on the effective date. The 2021-2022 salary schedule for Employee Group members in miscellaneous classifications shall be titled “2021-2022 Unrepresented Miscellaneous Employees Salary Schedule” and shall be attached to this Resolution as **Appendix A-2**.

3.1.2 2022-2023 Miscellaneous Employee Group Member Salary Schedule|Legal3_L3|ZZMPTAG|

Effective at the beginning of the first pay period in July 2022, the City shall improve the base salary schedule for Employee Group members in miscellaneous classifications by two percent (2.0%) over the 2021-2022 miscellaneous salary schedule in **Appendix A-2**. This increase shall apply to all miscellaneous Employee Group members in active, paid status on the effective date. The 2022-2023 salary schedule for Employee Group members in miscellaneous classifications shall be titled “2022-2023 Unrepresented Miscellaneous Employees Salary Schedule” and shall be attached to this Resolution as **Appendix A-3**.

3.1.3 2021-2022 Safety Employee Group Member Salary Schedule

Effective July 1, 2021, the City shall improve the base salary schedule for Employee Group members in safety classifications by two percent (2.0%) over the 2020-2021 safety salary schedule set forth in **Appendix A-1**. This increase shall apply to all safety Employee Group members in active, paid status on the effective date. The 2021-2022 salary schedule for Employee Group members in safety classifications shall be titled “2021-2022 Unrepresented Safety Employees Salary Schedule” and shall be attached to this Resolution as **Appendix A-2**.

3.1.4 2022-2023 Safety Employee Group Member Salary Schedule

Effective at the beginning of the first pay period in July 2022, the City shall improve the base salary schedule for Employee Group members in safety classifications by two percent (2.0%) over the 2021-2022 safety salary schedule in **Appendix A-2**. This increase shall apply to all safety Employee Group members in active, paid status on the effective date.

The 2022-2023 salary schedule for Employee Group members in safety classifications shall be titled “2022-2023 Unrepresented Safety Employees Salary Schedule” and shall be attached to this Resolution as **Appendix A-3**.

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

The rates of pay set forth in the salary schedule represent the total compensation due Employee Group members, except for other benefits specifically provided for by City Council or this Resolution.

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

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

FY 2021-2022: The City shall provide current Employee Group members 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 beginning 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 Employee Group members 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 beginning on the pay date for the first full pay period following July 1, 2022.

3.3 Salary for New Employees

Except as herein otherwise provided, the entry salary for a new employee entering employment in the Unrepresented Management and Confidential Employee Group shall be the minimum salary for the class to which such new employee is appointed. In cases of unusual recruitment difficulty or of hiring exceptionally qualified personnel, initial salary may be set by the City Manager or designee, whose decision shall be final. Such a salary may not be more than the maximum salary for the class to which the Employee Group member is appointed.

3.4 Pay Days

Employee Group members shall be paid bi-weekly, normally on a Friday every other week. When a holiday is celebrated on a Friday payday, Employee Group members normally will be paid on the regular workday immediately preceding that Friday.

3.5 Salary Range and Evaluation

Effective with any evaluation initiated after adoption of this Resolution, each Employee Group member shall have a salary range with a designated minimum and maximum salary only, with no pre-established advancement steps within the range. In conjunction with the Employee Group member’s annual performance evaluation, the Employee Group member’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 Employee Group member’s performance and shall require recommendation of the

Department Director, if applicable, and approval of the City Manager. Standards of performance shall become progressively higher as the Employee Group member advances through the salary range.

Employee Group members at the top of their designated salary range shall also be evaluated on an annual basis by their supervisor. If such Employee Group members have a satisfactory evaluation with the individual's performance being at an acceptable level, the Employee Group member's salary shall continue to be at the top of their designated salary range. If the Employee Group 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 employee may be reduced within the established salary range for his/her classification upon recommendation of the Department Head, if applicable, and approval of the City Manager. Any regular Employee Group 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, the City Manager may assign an Employee Group 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 manager shall receive less than five percent (5%) more than any subordinate who reports to that manager caused by any increase in subordinate's salary during the term of this agreement.

3.6 Exceptional Contribution Adjustment

When an Employee Group 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.

3.7 Salary Upon Transfer or Promotion

The transfer of an Employee Group member shall not be cause for a change in salary.

Consistent with City policy, upon promotion, Employee Group members 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 Employee Group member receive more than the maximum salary for the classification.

3.8 Work Out of Classification

An Employee Group member shall not work out of his/her classification except in emergencies, or unless s/he is specifically assigned by his/her Department Director or the Department Director's duly authorized representative or the City Manager.

In the event of a planned absence of a Department Director or other senior management position, it shall be the responsibility of the Director to designate, with the City Manager's approval, a management employee to act in the capacity of Director or other senior management position. Since such acting assignments are considered to be part of the regular duties of management

personnel, there shall be no additional compensation for this designation unless the designation is for an extended period of time of at least thirty (30) days. If thirty (30) days is reached in the assignment, then the entire time is compensated with an additional 5% pay.

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

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

Section 4. Retirement

4.1 City's Contract with CalPERS

Employee Group members are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 4 and in the City's contract with CalPERS.

4.2 CalPERS Election about Employee Group Member's Payment of City's Pension Costs (Applies to All Tiers)

The parties acknowledge that CalPERS mandates an election of Employee Group members, separate from ratification of this Compensation and Benefit Plan, to provide for the cost sharing pursuant to Government Code Section 20516 described in this Section 4. As soon as practicable after the effective date of this Compensation and Benefit Plan, the City will initiate the contract amendment process. Upon approval and agreement from the Employee Group and completion of the City's amendment to the CalPERS contract, Employee Group member contributions will be made pursuant to Government Code Section 20516, and shall extend beyond the expiration of this Resolution. The Employee Group members and the City will take all actions necessary to implement the Government Code Section 20516 pension cost sharing agreement described in this Section 4.

4.3 Employee Group Member's Payment of City's Pension Costs (Applies to All Tiers)

Because the contract amendment between the City and CalPERS will not be complete before the effective date of the cost sharing described in this Section 4, the cost sharing initially shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this Resolution. The Employee Group members and the City will take all actions necessary to implement the Government Code Section 20516(f) pension cost sharing agreement described in this Section 4. The Employee Group members and the City will take any and all actions necessary to implement the Section 20516(f) cost sharing arrangement described in this Section 4.

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

This Section 4.4 (including subsections) shall apply to miscellaneous Employee Group members hired on or before December 31, 2012. In addition, this Section 4.4 shall apply to miscellaneous

Employee Group 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.

4.4.1 2.5% at 55 Pension Formula|Legal3_L3|ZZMPTAG|

The “2.5% @ 55” retirement program will be available to miscellaneous Employee Group members covered by this Section.

4.4.2 Final Compensation Based On 12-Month Period|Legal3_L3|ZZMPTAG|

For the purposes of determining a retirement benefit, final compensation for miscellaneous Employee Group members covered by this Section 4.4 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

4.4.3 Required Employee Group Member Contributions|Legal3_L3|ZZMPTAG|

4.4.3.1 Miscellaneous Employee Group members covered by this Section 4.4 shall continue to pay, through payroll deduction, the 8.0% member contribution.

4.4.3.2 Pension Cost Sharing

In addition to the 8.0% member contribution, miscellaneous Employee Group members covered by this Section 4.4 shall pay, through payroll deduction, 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.

4.5 Miscellaneous Tier Two: PEPR Retirement Tier Required For Miscellaneous Employee Group Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not A Classic Member)

This Section 4.5 (including subsections) shall apply to miscellaneous Employee Group members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

4.5.1 2% at 62 Pension Formula|Legal3_L3|ZZMPTAG|

The “2% @ 62” retirement program will be available to miscellaneous Employee Group members covered by this Section 4.5.

4.5.2 Final Compensation Based On 36-Months Period|Legal3_L3|ZZMPTAG|

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for miscellaneous Employee Group members covered by this Section 4.5 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

4.5.3 *Required Employee Group Member Contributions*|Legal3_L3|ZZMPTAG|

4.5.3.1 As required by Government Code Section 7522.04(g), effective January 1, 2013, miscellaneous Employee Group members covered by this Section 4.5 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

4.5.3.2 *Pension Cost Sharing*

In addition to paying 50% of normal costs as described above, miscellaneous Employee Group members covered by this Section 4.5 shall pay, through payroll deduction, an additional 2.5% of PERSable compensation toward the normal costs of pension benefits as permitted by Government Code Section 20516.

4.6 *Safety Tier One: Safety 3.0% at 50 Retirement Program - Safety Employee Group Members Hired On or Before December 31, 2012 and Safety Employee Group Members Eligible for Reciprocity*

This Section 4.6 (including subsections) shall apply to Employee Group members in safety classifications who were hired on or before December 31, 2012. In addition, this Section 4.6 (including subsections) shall apply to Employee Group members in safety classifications who were hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(e) and related CalPERS reciprocity requirements:

4.6.1 *3% at 50 Pension Formula*|Legal3_L3|ZZMPTAG|

The “3% at 50” retirement program will be available to Employee Group members covered by this Section 4.6.

4.6.2 *Final Compensation Based On Twelve Month Period*|Legal3_L3|ZZMPTAG|

For purposes of determining a retirement benefit, final compensation for Employee Group members covered by this Section 4.6 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

4.6.3 *Required Safety Employee Group Member Contribution*|Legal3_L3|ZZMPTAG|

Each safety Employee Group member covered by this Section 4.6 shall continue to pay through payroll deduction the nine percent (9.0%) required Employee Group member contribution.

4.6.4 *Additional Required Safety Employee Group Member Contribution*|Legal3_L3|ZZMPTAG|

Each safety Employee Group member covered by this Section 4.6 shall continue to pay through payroll deduction the nine percent (9.0%) required Employee Group member contribution as described above. Each safety Employee Group member covered by this Section 4.6 shall pay, through payroll deduction, an additional five percent (5.0%) of PERSable compensation towards the City’s costs for a total contribution of fourteen percent (14.0%) toward the normal costs of pension benefits as permitted by Government Code Section 20516.

4.7 *Safety Tier Two; New Retirement Tier for Safety Employee Group Members Hired On or After January 1, 2013*

Effective January 1, 2013, this Section 4.7 (including subsections) shall apply to safety Employee Group members 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).

4.7.1 *2% @ 50 - 2.7% @ 57 Pension Formula|Legal3_L3|ZZMPTAG|*

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 - 2.7% @ 57) pension formula shall apply to safety Employee Group members covered by this Section 4.7.

4.7.2 *Final Compensation Based On Three Year Average|Legal3_L3|ZZMPTAG|*

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.

4.7.3 *Required Employee Group Member Contribution|Legal3_L3|ZZMPTAG|*

As required by Government Code Section 7522.04(g), safety Employee Group members covered by this Section 4.7 shall pay, through payroll deductions, fifty percent (50%) of normal costs.

4.7.4 *Additional Required Safely Employee Group Member Contribution|Legal3_L3|ZZMPTAG|*

Each safety Employee Group member covered by this Section 4.7 shall continue to pay fifty percent (50%) of normal costs as described above. In addition to paying fifty percent (50%) of normal costs, safety Employee Group members covered by this Section 4.7 shall pay, through payroll deduction, an additional five percent (5.0%) of PERSable compensation toward the City's normal cost of pension benefits as permitted by Government Code Section 20516.

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

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each Employee Group member shall pay through payroll deductions the PERS contributions described in this Section 4 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).

4.9 *Definition of Status Quo Ante*

For all Employee Group members, after this Resolution terminates on June 30, 2021, the status quo ante for all purposes, including any state statute shall be defined as the current language of Section 4.

Section 5. Anniversary Date

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

Section 6. Hours of Work

6.1 The regular workweek for full-time management employees shall consist of forty (40) hours. The regular workweek for full-time confidential non-management employees shall consist of thirty-seven and one-half (37.5) hours.

6.2 Management members of the Employee Group under the Fair Labor Standards Act (FLSA) are exempt. The position of Executive Assistant (confidential member) is non-exempt. The City shall comply with any amendments to FLSA affecting non-exempt Employee Group members.

Section 7. Holidays and Vacations

7.1 Authorized Holidays

The holidays for this Employee Group are:

- | | | |
|------|-----------------------------|---|
| (1) | January 1 | New Year’s Day |
| (2) | Third Monday in January | Martin Luther King Jr.’s Birthday |
| (3) | Third Monday in February | President’s Day |
| (4) | Last Monday in May | Memorial Day |
| (5) | July 4 | Independence Day |
| (6) | First Monday in September | Labor Day |
| (7) | November 11 | Veteran’s Day |
| (8) | Fourth Thursday in November | Thanksgiving Day |
| (9) | Fourth Friday in November | Friday after Thanksgiving Day |
| (10) | December 24 | Christmas Eve Day |
| (11) | December 25 | Christmas Day |
| (12) | Floater | To be taken at the mutual convenience of the Department and the employee. |
| (13) | Floater | To be taken at the mutual convenience of the Department and the employee. |

Regular full-time Employee Group members 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 paid status on both their regularly scheduled workdays immediately preceding and following the holiday.

If one of the holidays listed above falls on a Saturday and the employee is not regularly scheduled to work that day, the Employee Group member’s last regularly scheduled workday preceding the holiday shall be considered a holiday.

If one of the holidays listed above falls on a Sunday and the employee is not regularly scheduled to work that day, the Employee Group member’s first regularly scheduled workday following the holiday shall be considered a holiday.

7.2 Eligibility

All Employee Group members shall be entitled to annual vacation leave after an initial six (6) months of employment.

7.3 Vacation Credits Accrual

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

Years of Service	Vacation Days Earned per Year of Full-Time Service	Hours Accrued Per Pay Period
1st yr. through 5th yr.	15 days	4.62
6th yr. through 10th	16 days	4.92
11th year	17 days	5.23
12th year	18 days	5.54
13th year	19 days	5.85
14th year	20 days	6.15
15th year	22 days	6.77
16th year	23 days	7.08
17th year	24 days	7.38
18th year	25 days	7.69
19th year	26 days	8.00
20th year & up	27 days	8.31

7.3.1 Executive Team/Department Heads|Legal3_L3|ZZMPTAG|

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 employee 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 department head/executive team member, at the end of his/her first year with the City of Pacifica, accrue less than the rate which is equal to the Management Unit rate of 14 years of service.

7.3.2 Maximum Vacation Accrual|Legal3_L3|ZZMPTAG|

Maximum vacation accrual is two times the annual accrual rate. Vacation time shall not be accrued during any pay period in which Employee Group member’s vacation leave bank exceeds the applicable annual accrual rate.

7.4 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.

7.5 *Vacation Credits Advance*

Employee Group 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 Employee Group member may draw upon anticipated vacation credits not to exceed five (5) working days, at the discretion of the supervisor. At termination of employment, the City shall be reimbursed by the Employee Group member for any vacation taken in excess of vacation credit, through payroll deduction.

7.6 *Vacation Scheduling and Accumulation*

The times during the calendar year at which an Employee Group member may take his/her vacation shall be determined by the Department Director or the City Manager with due regard to the service needs of the City and desires of the Employee Group member. If requirements of the service or the desires of the Employee Group member are such that an Employee Group member must defer part or all of his/her annual vacation in a particular year, the Department Director or the City Manager may permit the Employee Group member to take such deferred vacation during the following calendar year. No Employee Group member may accumulate more than two times (2x) his/her annual vacation allowance.

7.7 *Sick Leave During Vacation*

If an Employee Group member becomes sick during his/her vacation, such Employee Group member may charge the period of illness against sick leave credits in the same manner as provided in Section 8 (Sick Leave). A doctor's certificate shall be required and shall be submitted prior to such charge against sick leave credits.

7.8 *Return of Vacation*

Employee Group members will be allowed to sell to the City, up to three (3) weeks of vacation leave per year.

7.9 *Separation from Service*

7.91 Executive Team / Department Head members who terminate employment shall have all accrued vacation leave earned prior to the effective date of termination paid in a lump sum.

7.92 All other Employee Group members who terminate employment shall be paid a lump sum for all accrued vacation leave earned prior to the effective day of termination.

Section 8. Sick Leave

8.1 *Sick Leave Plan*

8.1.1 *Accrual|Legal3_L3|ZZMPTAG|*

Full-time Employee Group members shall earn sick leave credit at the rate of one (1) day per month.

8.1.2 *Usage|Legal3_L3|ZZMPTAG|*

Sick leave shall not be considered a privilege which an Employee Group member may use at his/her discretion but shall be allowed only in cases of necessity and actual sickness of the Employee Group member or the Employee Group member's designated family members, as allowed by family illness leave, including necessary physician appointments. More specifically, Employee Group members are entitled to use their earned sick leave benefits to be off work without the loss of compensation under the following conditions:

- For the Employee Group member's own illness or injury or for the illness or injury of the Employee Group member's family member, as allowed by family illness leave. |Body Text Indent .5|ZZMPTAG|
- For the Employee Group member's receipt of required medical or dental care or consultation or for the required medical or dental care or consultation of the Employee Group member's family member.|Body Text Indent .5|ZZMPTAG|
- For the Employee Group members who are victims of domestic violence, sexual assault or stalking as specified in state law.|Body Text Indent .5|ZZMPTAG|

Each hour of illness or injury shall be deducted from the Employee Group member's accumulated sick leave benefits. Sick leave shall be charged against an Employee Group member's sick leave credit as the actual number of hours of the regular work period that the Employee Group member is on sick leave. All Employee Group members shall be entitled to sick leave compensation except Employee Group members serving the first thirty (30) days of initial City employment.

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

When the absence is for more than one (1) working day, Employee Group members may be required to file a physician's statement with the Department Director or City Manager verifying a medical need for the absence.

8.2 *Incapacity to Perform Duties*

The City Manager or designee may require any Employee Group member who the City Manager or designee believes may be physically or mentally incapacitated for work to undergo an examination by a physician designated by the City and at the City's expense. If as a result of the physician's examination the Employee Group member is determined to be incapacitated to perform the Employee Group member's duties, the City Manager or designee or Department Director may place the Employee Group member on leave of absence without pay. An Employee Group member may use accrued sick leave, vacation or compensatory time prior to being placed on a leave of absence without pay.

However, the Employee Group member may be eligible for long-term disability benefits under Section 10.3 (Long-Term Disability). Vacation and sick leave credits shall not accrue when an Employee Group member is on an unpaid leave of absence.

8.3 *Sick Leave at Retirement*

Non-Executive Team / Department Head Employee Group members retiring from the City Service under CalPERS, shall elect one of the following options (no Employee Group member shall be entitled to take both the cash out option and the CalPERS credit option):

- 8.3.1 Cash out Option: Receive pay for twenty-five percent (25%) of their accumulated sick leave credit, not to exceed Three Thousand Dollars (\$3000). Such pay shall be computed at the rate of pay on the date of retirement; or
- 8.3.2 CalPERS Credit Option: 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.

Executive Team / Department Head unit members retiring from the City Service, under provisions of a City-sponsored retirement system 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):

- 8.3.3 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
- 8.3.4 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.

8.4 *Sick Leave at Termination*

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

8.5 *Catastrophic Illness or Injury Time Donation Program*

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

Section 9. **Leaves of Absence**

9.1 *Family Illness Leave*

According to State Law, an Employee Group member may use his or her accrued sick leave up to a maximum of six (6) days per year, where the Employee Group member's attendance is required to attend to a member of his family who is ill. For the purpose of this Section 9.1 "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the Employee Group member's stands in loco parentis; a biological, adoptive, or foster parent; stepparent, or legal guardian of an Employee Group member's or the Employee Group member'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 Employee Group member 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.

9.2 *Family Care & Medical Leave*

Each eligible Employee Group member 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.

9.2.1 *Eligibility*|Legal3_L3|ZZMPTAG|

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time Employee Group member 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.

9.2.2 *Family Care and Medical Leave Entitlement*|Legal3_L3|ZZMPTAG|

Subject to the provisions of this Resolution, City policy, and State and Federal law, including the federal FMLA and the CFRA, an eligible Employee Group member is entitled to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for any one, or more, of the following reasons:

- a) The birth of a child and to care for the newborn child (FMLA and CFRA);
- b) The placement with the Employee Group member of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
- c) To care for the Employee Group member'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 Employee Group member when the Employee Group member was a child. Parent does not include a parent-in-law. "Spouse" means partner in marriage or a registered domestic partner as defined in the Family Code and includes same-sex partners in marriage.)
- d) Because of an Employee Group member's own serious health condition that makes the Employee Group member unable to perform the functions of the Employee Group member's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)
- e) Because of any qualifying exigency arising out of the fact that the Employee Group member'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.

9.2.3 *Family Care and Medical Leave To Care for a Covered Service Member with a Service injury or illness*|Legal3_L3|ZZMPTAG|

Subject to the provisions of this Resolution, City policy, and State and Federal law, including the FMLA, an eligible Employee Group member may take FMLA leave to care for a covered service member with a serious injury or illness if the Employee Group member is the spouse, son, daughter, parent, or next of kin of the service member.

- a) An eligible Employee Group member's entitlement under Section 9.2.3 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an Employee Group member takes leave to care for the covered service member.
- b) During the "single 12-month period" described above, an eligible Employee Group member's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

9.2.4 *Pay Status and Benefits*|Legal3_L3|ZZMPTAG|

Except as provided in this Section 9, 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 Employee Group member not taken family care and medical leave. The Employee Group member will be required to continue to pay the Employee Group member's share of premiums payments, if any.

9.2.5 *Relationship of Family Care and Medical Leave to Other Leaves*|Legal3_L3|ZZMPTAG|

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 Employee Group member may be entitled for the same qualifying reason. An Employee Group member is required to utilize the Employee Group member's accrued sick leave for FMLA/CFRA qualifying absences due to the Employee Group member's own serious health condition. An Employee Group member may be required to use accrued vacation leave for FMLA/CFRA qualifying reasons unrelated to the Employee Group member's own serious health condition.

9.2.6 *Notice to the City*|Legal3_L3|ZZMPTAG|

- a) The Employee Group member must provide written notice to the City as far in advance of the leave as possible and as soon as the Employee Group member reasonably knows of the need for the leave. If the need for the leave is foreseeable

based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least thirty (30) calendar days in advance of the leave, or if not reasonably known thirty (30) calendar days before the leave, then as soon as reasonably practicable.

- b) The written notice must inform the City of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.
- c) The Employee Group member 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.

9.2.7 *Medical Certification|Legal3_L3|ZZMPTAG|*

- a) An Employee Group member'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 Employee Group member shall provide the City with recertification by the health care provider.
- b) An Employee Group member's request for family care and medical leave because of Employee Group member's own serious health condition shall be supported by a certification issued by the Employee Group member's health care provider.
- c) As a condition of an Employee Group member's return from leave taken because of the Employee Group member's own serious health condition, the Employee Group member is required to obtain certification from the Employee Group member's care provider that the Employee Group member is able to resume work.
- d) Employees are required to use the medical certification forms available from the City Human Resources Department to meet the certification and recertification requirements of this section.

9.2.8 *9.2.8 Minimum Duration of Leave|Legal3_L3|ZZMPTAG|*

- a) Leave does not need to be taken in one continuous period of time.
- b) Leave taken for a serious health condition of the Employee Group member's child, parent, or spouse of the Employee Group member 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 Employee Group member or covered family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider.
- c) Leave taken for reason of birth, adoption, or foster care placement of a child of the Employee Group member does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one (1) year of the birth of placement of the child with the Employee Group member. 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.

9.2.9 City's Response to Leave Request|Legal3_L3|ZZMPTAG|

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 Employee Group member and to notify the Employee Group member of the designation.

9.2.10 Dual Parent Employment|Legal3_L3|ZZMPTAG|

Where both parents are City 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 employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

9.2.11 Employee's Status on Returning from Leave|Legal3_L3|ZZMPTAG|

Except as provided by law, on return from family care and medical leave, an Employee Group member is entitled to be returned to the same or equivalent position the Employee Group member held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An Employee Group member is also entitled to reinstatement even if the Employee Group member has been replaced or the Employee Group member's job has been restructured to accommodate the Employee Group member's absence. If an Employee Group member 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 Employee Group member shall be given a reasonable opportunity to fulfill those conditions upon returning to work. An Employee Group member 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 Employee Group member's FMLA/CFRA leave.

9.3 Pregnancy Disability Leave

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

9.3.1 Notice to City|Legal3_L3|ZZMPTAG|

Using the City's Certification of Health Care Provider form for pregnancy disability leave, an Employee Group member should provide at least thirty (30) days advance notice or notice as soon as practicable of the Employee Group member'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.

9.3.2 Use of Sick Leave and Vacation During Pregnancy Disability Leave|Legal3_L3|ZZMPTAG|

An Employee Group member is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave. An Employee Group member may, at her option, use accrued vacation during an otherwise unpaid portion of a pregnancy disability leave.

9.3.3 Health and Welfare Benefits|Legal3_L3|ZZMPTAG|

The City shall maintain its contribution toward health and welfare benefits under Section 11 during any unpaid portion of a pregnancy disability leave on the same basis that the contribution would have been provided if the Employee Group member had not taken pregnancy disability leave.

9.3.4 Employee Status|Legal3_L3|ZZMPTAG|

During a pregnancy disability leave, the Employee Group member shall retain Employee Group member status, and the leave shall not constitute a break in service for any purpose under this Resolution.

9.3.5 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves|Legal3_L3|ZZMPTAG|

- a) A pregnancy disability leave shall run concurrently with the Employee Group member's FMLA leave entitlement,
- b) The right to take pregnancy disability leave is separate and distinct from the right to take leave under CFRA. An Employee Group member's own disability due to pregnancy, childbirth or related medical conditions is not a "serious health condition" under CFRA.
- c) At the end of the Employee Group member's period(s) of pregnancy disability leave, or at the end of four (4) months of pregnancy disability leave, whichever occurs first, a CFRA-eligible Employee Group member may request to take CFRA leave of up to twelve (12) work weeks for reason of the birth of her child, if the child has been born by this date,

9.4 Jury Duty

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

9.5 *Military Leave*

The provisions of the Military and Veterans Code of the State of California as well as the Uniformed Services Employment and Reemployment Act shall govern military leave of Employee Group members.

9.6 *Campaign Leave*

Upon becoming a candidate for public office, any regular Employee Group member may request and be granted a leave of absence without pay, to remain in effect for the period of his or her candidacy.

9.7 *Leave of Absence Without Pay*

Upon written request, the City Manager, or where the authority has been delegated by the City Manager, the City Manager's representative, may grant Employee Group member a leave of absence without pay for a definite period not to exceed one (1) year. The decision by the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative, shall be final. Upon expiration of leave of absence, the Employee Group member 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 Employee Group member on leave to report promptly on its expiration, or within fifteen (15) days after notice to return to duty shall result in such Employee Group member's automatic dismissal. Vacation and sick leave credits shall not accrue to Employee Group members on voluntary leave of absence. Additionally, length of service credits for vacation accrual or any other purpose shall not accrue to an Employee Group member on voluntary leave of absence.

9.8 *Bereavement Leave*

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

- 9.8.1 If the service is within the Bay Area (i.e., Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Sonoma Counties) not to exceed a maximum of three (3) working days.
- 9.8.2 If the service is outside the Bay Area, not to exceed a maximum of five (5) working days. Bereavement leave is not to be charged to sick or vacation leave.

For the purpose of this Section 9.8, 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.

9.9 *Absence Without Official Leave*

Failure of an Employee Group Member to report for duty on a normal working day or shift without notice to their supervisor or the City Manager of the reason for such absence shall constitute absence without official leave and without pay. An Employee Group member should make every effort to contact their supervisor prior to the start of their shift if they plan to be absent.

Absence without leave for five (5) or more consecutive days shall be deemed a tender of resignation.

9.10 *Administrative Leave for Management Employee Group Members*

Management Employee Group members will receive administrative leave as listed below per fiscal year. The administrative leave is in lieu of compensatory time, must be used during the fiscal year in which it is received, has no cash value, and does not accumulate from year to year.

<u>Members</u>	<u>Annual Administrative Leave</u>
Assistant City Manager/Director of Planning	96
Other Department Heads/Executive Team	88
Police Chief	96
Other Management Members	72
Other Confidential Members	60

9.11 *Catastrophic Illness or Injury Time Donation Program*

For Employee Group members, the City will continue to offer a catastrophic leave program for donation of time in the event of catastrophic illness or injury.

9.12 *Industrial Disability Leave With Pay*

No disability leave with pay will be granted to non-safety Employee Group 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 an Employee Group 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 Employee Group 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 Employee Group member. No use of sick leave will be required during the first three (3) months. Full pay as used herein shall mean the employee's base rate of pay.

After the first three (3) months of Industrial Disability Leave, until the three hundred sixty-fifth (365th) consecutive calendar day's absence or the Employee Group member is determined to be permanently disabled, the Employee Group 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 Employee Group members are covered under Labor Code Section 4850, et seq. While on 4850 leave, Employee Group members will accrue benefits, and the City will continue to contribute to benefits as usual.

Section 10. Health and Welfare.

10.1 Medical Insurance - City Contributions

Effective July 1, 2021, and continuing for the 2022 and 2023 calendar years, the City will contribute up to the following maximum amounts per month toward the cost of health benefits for each full-time Employee Group members. For the purpose of this Health and Welfare Section, “full-time” means an Employee Group member is assigned to a classification requiring the Employee Group member to work at least thirty-seven and one-half (37.5) 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 Employee Group member the difference. Employee Group 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 Employee Group member’s pay.

10.1.1 Health Insurance Premiums|Legal3_L3|ZZMPTAG|

City Offered CalPERS Medical 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	\$1,769.69
Employee + 2 Or More	\$2,211.27	\$2,255.50	2,300.61

10.1.2 Health In-Lieu Payment Plan|Legal3_L3|ZZMPTAG|

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

10.2 Dental, Orthodontia, and Vision

10.2.1 City of Pacifica Self-Funded Dental Plan

The City shall contribute up to one hundred nineteen dollars (\$119) per month per Employee Group member to the City of Pacifica Self-Funded Dental Plan, and the Self-Funded Plan shall provide the following benefits to covered Employee Group members:

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

10.2.2 City of Pacifica VSP Vision Plan|Legal3_L3|ZZMPTAG|

The City shall contribute the following amounts per month per Employee Group member:

- a) Employee Group Member Only - \$18.29
- b) Employee Group Member Plus One - \$26.52
- c) Employee Group Member Family - \$47.56

10.3 Life and Disability Insurance

10.3.1 Life Insurance |Legal3_L3|ZZMPTAG|

Management Employees:

The City shall contribute an amount necessary to provide life insurance in an amount equal to twice (2x) the Employee Group member's annual salary up to a maximum of \$200,000 for each eligible Employee Group member.

Non-management Employees:

The City shall contribute an amount necessary to provide life insurance in an amount equal to twice (2x) the Employee Group member's annual salary up to a maximum of \$150,000 for each eligible Employee Group member.

10.3.2 Long-Term Disability Plan|Legal3_L3|ZZMPTAG|

The City shall contribute an amount necessary to provide the long-term disability plan benefits presently in effect for each eligible Employee Group member.

10.4 Domestic Partners Health Benefits

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

10.5 Coverage During Unpaid Leave

Except as otherwise provided in this Resolution, Employee Group members on City approved unpaid leaves of absence shall continue to receive health and welfare benefits for the period of the leaves if they purchase such benefits at the current group rates, to be paid by the Employee Group member to the City one (1) month in advance.

10.6 Medical Flexible Spending Account

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

10.7 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. Employee Group members may have funds deducted pre-tax from the Employee Group 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 Employee Group members shall be responsible for paying their share of the outside contractor's administration fee.

10.8 Commuter Assistance Account

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

10.9 Participation in Tax-Sheltered Annuities

To the extent permitted by the Internal Revenue Service, the City will offer an IRS qualified tax sheltered annuity plan. Employee Group members may have funds deducted pre-tax from the Employee Group member's paycheck and deposited into the IRS qualified tax sheltered annuity plan account.

10.10 Participation in IRS 457 Deferred Compensation Plan

To the extent permitted by the Internal Revenue Service, the City will offer an IRS qualified 457 deferred compensation plan. Employee Group members may have funds deducted pre-tax from the Employee Group member's paycheck and deposited into the IRS qualified 457 deferred compensation plan.

10.10.1 Beginning the first pay period after July 1, 2022, City shall provide a one percent (1%) of base salary match to each Employee Group member's one percent (1%) of base salary contribution to their IRS qualified 457 deferred compensation plan for the remainder of calendar year 2022. |Legal3_L3|ZZMPTAG|

10.10.2 For calendar year 2023 through the last pay period in fiscal year 2022-2023, City shall provide a one percent (1%) of base salary match to each Employee Group member's one percent (1%) of base salary contribution to their IRS qualified 457 deferred compensation plan. However, Employee Group members shall have the individual option to have the equivalent of that one percent (1%) match as money paid to the Employee Group member and deducted pre-tax from the Employee Group member'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 Employee Group member 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 fiscal year 2022-2023.

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

10.11 *Vantagecare Retirement Health Savings (RHS) Plan*

Executive Team/Department Head Employee Group members shall participate in the RHS plan. City will contribute an amount equal to 2% of salary to each member's Retirement Health Savings Account.

City will contribute 8% of the final annual salary to the Retirement Health Savings (RHS) to a retiring member of this Employee Group who is at least fifty-five (55) years of age at retirement and has completed two (2) or more years of full-time years of executive management employment with the City as of the last day of employment with the City.

Section 11. **Vehicle Use**

11.1 *Reimbursement for Use of Private Vehicles*

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

During any period of time when an Employee Group member is receiving the mileage reimbursement described in this Subsection 11.1, the City Manager shall not assign the Employee Group member a City pool, specially equipped or public safety vehicle as described in Subsection 11.2.

No Employee Group member shall be entitled to mileage reimbursement for travel between the Employee Group member's home and the Employee Group member's work location.

11.2 *Use of City Pool, Specially Equipped, or Public Safety Vehicle*

For some Employee Group members, the nature of the Employee Group member's work may require the Employee Group member to drive a City pool, specially equipped, or public safety

vehicle while on duty and actively performing services for the City. At his or her sole discretion, the City Manager shall determine whether the nature of the Employee Group member's work requires the Employee Group member to drive such a City vehicle while on duty and actively performing service for the City. For each such Employee Group member, the City Manager may authorize the Employee Group member to use a City pool, specially equipped, or public safety vehicle while on duty and actively performing services for the City.

Such Employee Group members shall comply with City regulations governing the use of a City pool, specially equipped, or public safety vehicle.

An Employee Group member authorized to use a City pool, specially equipped, or public safety vehicle shall not use the City vehicle to travel between the Employee Group member's home and the Employee Group member's work location.

During any period of time when the City Manager has assigned an Employee Group member a City pool, specially equipped, or public safety vehicle, the Employee Group member shall not be eligible for the mileage reimbursement described in Subsection 11.1.

11.3 Police Chief's Use of Public Safety Vehicle

To address public safety needs, the Police Chief will be provided with a public safety vehicle to use while on duty and actively performing services for the City, and also for travel between the Police Chief's home and work location.

The Police Chief shall comply with City regulations governing the use of a City pool, specially equipped or public safety vehicle.

The Police Chief shall not be eligible for a mileage reimbursement or an automobile allowance.

11.4 Vehicle Allowance

Certain positions, as determined by the City Manager, shall receive a monthly increase to salary as a private vehicle allowance. The monthly amount will be determined by the City Manager, but shall not be more than \$550 per month. Employee Group members who receive a vehicle allowance shall not be compensated for use of private vehicles in the performance of their duties and/or reimbursement for any/all mileage accumulated in the course of their duties.

Section 12. Safety Equipment

All Employee Group 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 employees in the Miscellaneous Employee Group.

Section 13. Tuition Reimbursement

An Employee Group member may be reimbursed up to a maximum of two thousand dollars (\$2,000.00) within one fiscal year for tuition and related fees paid for courses of study in an off-duty status if the subject matter content of the course is closely related to the Employee Group member's present work assignment, or if the Employee Group member is enrolled in a program of study (declared major) related to the Employee Group member's work assignment. There must be a reasonable expectation that the Employee Group member's work performance or value to the

City will be enhanced as a result of the course of study or that the Employee Group member will be better prepared for promotional opportunities.

The Employee Group member must submit a claim form for reimbursement to the Assistant City Manager giving all information needed for an evaluation of the request. The Assistant City Manager's decision shall be final. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment.

Upon completion of the course, a copy of the grade sheet or certificate must be filed in Human Resources for placement in the Employee Group member's personnel file. All reimbursement must be returned to the City in full if the Employee Group member does not achieve at least a "C" grade.

If the Employee Group member leaves City employment within one (1) year after reimbursement, such Employee Group member is required to refund one-half (1/2) of the reimbursement to the City.

Section 14. Separability of Provisions

In the event that any provision of this Resolution is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Resolution shall be null and void but such nullification shall not affect any other provisions of this Resolution, all of which other provisions shall remain in full force and effect unless amended by the City Council.

Section 15. Prior Compensation and Benefits Plan

- 15.1* Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Resolution.
- 15.1* This Resolution shall supersede all prior Compensation and Benefit Plans approved by the City Council and applicable to the Employee Group.

APPENDIX A-1
2020-21 Salary Schedule
UNREPRESENTED MEMBER SALARY SCHEDULE
Effective July 2020
Increase 2%

Management	Minimum	Maximum
Assistant City Manager (ET/DH)*	\$ 15,299	\$ 17,530
Chief Financial Sustainability Officer (ET/DH)*	\$ 14,169	\$ 16,204
City Clerk	\$ 8,656	\$ 9,955
Deputy Director of Planning	\$ 12,575	\$ 14,752
Deputy Director of Public Works - Field Services and Engineering- City Engineer	\$ 12,953	\$ 15,195
Deputy Director of Public Works- Wastewater	\$ 12,575	\$ 14,752
Director of Parks, Beaches & Recreation (ET/DH)*	\$ 14,169	\$ 16,204
Director of Planning/City Planner (ET/DH)*	\$ 14,458	\$ 16,536
Director of Public Works (ET/DH)*	\$ 15,967	\$ 18,362
Economic Development Manager	\$ 10,312	\$ 11,858
Financial Services Manager	\$ 10,121	\$ 12,485
Human Resources Manager	\$ 10,121	\$ 12,485
Confidential		
Executive Assistant/Deputy City Clerk	\$ 6,339	\$ 7,296
Financial Analyst I	\$ 7,954	\$ 8,908
Financial Analyst II	\$ 8,909	\$ 10,026
Human Resources Analyst	\$ 7,374	\$ 9,043
Safety Management		
Police Chief (ET/DH)*	\$ 16,035	\$ 18,441

APPENDIX A-2
2021-22 Salary Schedule
UNREPRESENTED MEMBER SALARY SCHEDULE
Effective July 1, 2021
Increase 2%

Management	Minimum	Maximum
Assistant City Manager (ET/DH)*	\$ 15,605	\$ 17,881
Chief Financial Sustainability Officer (ET/DH)*	\$ 14,452	\$ 16,528
City Clerk	\$ 8,829	\$ 10,154
Deputy Director of Planning	\$ 12,827	\$ 15,047
Deputy Director of Public Works - Field Services and Engineering- City Engineer	\$ 13,212	\$ 15,499
Deputy Director of Public Works- Wastewater	\$ 12,827	\$ 15,047
Director of Parks, Beaches & Recreation (ET/DH)*	\$ 14,452	\$ 16,528
Director of Planning/City Planner (ET/DH)*	\$ 14,747	\$ 16,867
Director of Public Works (ET/DH)*	\$ 16,286	\$ 18,729
Economic Development Manager	\$ 10,518	\$ 12,095
Financial Services Manager	\$ 10,323	\$ 12,735
Human Resources Manager	\$ 10,323	\$ 12,735
Confidential		
Executive Assistant/Deputy City Clerk	\$ 6,466	\$ 7,442
Financial Analyst I	\$ 8,113	\$ 9,086
Financial Analyst II	\$ 9,087	\$ 10,227
Human Resources Analyst	\$ 7,521	\$ 9,224
Safety Management		
Police Chief (ET/DH)*	\$ 16,356	\$ 18,810

APPENDIX A-3

2021-22 Salary Schedule

UNREPRESENTED MEMBER SALARY SCHEDULE

Effective Beginning of First Pay Period in July 2022

Increase 2%

Management	Minimum	Maximum
Assistant City Manager (ET/DH)*	\$ 15,917	\$ 18,238
Chief Financial Sustainability Officer (ET/DH)*	\$ 14,741	\$ 16,859
City Clerk	\$ 9,006	\$ 10,357
Deputy Director of Planning	\$ 13,083	\$ 15,348
Deputy Director of Public Works - Field Services and Engineering- City Engineer	\$ 13,476	\$ 15,809
Deputy Director of Public Works- Wastewater	\$ 13,083	\$ 15,348
Director of Parks, Beaches & Recreation (ET/DH)*	\$ 14,741	\$ 16,859
Director of Planning/City Planner (ET/DH)*	\$ 15,042	\$ 17,204
Director of Public Works (ET/DH)*	\$ 16,612	\$ 19,104
Economic Development Manager	\$ 10,729	\$ 12,337
Financial Services Manager	\$ 10,530	\$ 12,989
Human Resources Manager	\$ 10,530	\$ 12,989
Confidential		
Executive Assistant/Deputy City Clerk	\$ 6,595	\$ 7,591
Financial Analyst I	\$ 8,275	\$ 9,268
Financial Analyst II	\$ 9,269	\$ 10,431
Human Resources Analyst	\$ 7,672	\$ 9,408
Safety Management		
Police Chief (ET/DH)*	\$ 16,683	\$ 19,186

Section 16. Additional Provisions

Unless otherwise specifically stated in this Resolution, this Resolution shall become effective on the date approved by the City Council, and shall remain in effect through June 30, 2023 unless otherwise amended by the City Council.

BE IT FURTHER RESOLVED that this Resolution shall constitute the sole statement of compensation and benefits for the Unrepresented Management and Confidential Employees of the City of Pacifica for the period commencing July 1, 2021 and ending June 30, 2023.

I certify that the foregoing resolution was passed and adopted at a regular meeting of the Pacifica City Council 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